



REQUEST FOR PROPOSAL
(RFP#08-22-23)
FOR
WORKERS' COMPENSATION CLAIMS
ADMINISTRATION SERVICES

You are invited to review and respond to the attached Request for Proposals:

WORKERS' COMPENSATION CLAIMS ADMINISTRATION

Proposals must be received by **3:00 p.m. on Tuesday, April 25, 2023**, at:

Santa Clara County Office of Education
Purchasing Services
1290 Ridder Park Drive, MC254B
San Jose, CA 95131-2398
ATTN: Jas Sohal, Manager Purchasing Services

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SECTION I

PURPOSE OF REQUEST FOR PROPOSAL

1.1 BACKGROUND

The Santa Clara County Office of Education (SCCOE) is a publicly funded educational institution which provides educational opportunities ranging from Head Start for pre-kindergarten-aged children to Special Education for physically and emotionally challenged students to Alternative Schools for students who have generally been involved with Juvenile Court supervision and or custody. We also offer skill and occupational training opportunities for both high school and adult aged persons through our Regional Occupation Programs.

The SCCOE operates nearly 127 sites and has about 2155 full-time and part-time employees. In addition to educators and administrators, the SCCOE employs a number of trades persons such as carpenters, plumbers, truck drivers, custodians, and gardeners. The SCCOE does not employ a police or security force. See List of Locations in Appendix A.

The SCCOE is self-insured for workers' compensation. SCCOE currently contracts for workers' compensation claims administration services with TriStar Risk Management. SCCOE also has separate specific Excess Workers' Compensation insurance coverage.

A claims summary is included as Appendix B.

1.2 PURPOSE OF REQUEST FOR PROPOSAL

The goal of this Request for Proposal (RFP) process is to secure a Third-Party Workers' Compensation Administrator (TPA) to provide effective workers' compensation claims services. Services shall include recommendations to management for program improvements and expertise in reducing workers' compensation costs.

Prospective vendors are advised to carefully read the requirements of this RFP.

To be considered, a vendor shall demonstrate that it has the personnel, resources, knowledge, expertise, and innovation to successfully serve as a TPA for SCCOE's self-insured workers' compensation program.

SECTION II SCHEDULE OF EVENTS

Release of Request for Proposal	April 6, 2023
Deadline for questions	April 18, 2023
Deadline for Submission of Proposals	April 25, 2023
Proposal Review by Evaluation Committee	May 1, 2023
Notice of Interviews	May 5, 2023
Interviews (At SCCOE)	Week of May 8, 2023
Notice of Award	May 15, 2023
Transition Planning & Training	May 15- June 30, 2023
Effective Date of Agreement	July 1, 2023
Begin Claims Adjusting Services	July 1, 2023

Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.

SECTION III GENERAL PROVISIONS

3.1 TERM OF AGREEMENT

The initial term of this Agreement shall be for three years beginning July 1, 2023. Prospective vendors are advised that the SCCOE reserves the option to extend the Agreement for two additional terms of one year each, based upon acceptable vendor performance, acceptable extension rates, and subject to the same terms and conditions of the executed service agreement.

3.2 QUESTIONS REGARDING THE RFP

Questions concerning the scope of services should be directed in writing or e-mail to Howard Stiskin, Manager, Risk and Liability, at the aforementioned mailing address or htstiskin@sccoe.org. Administrative questions may be directed to Jas Sohal, Purchasing Manager, also at the aforementioned mailing address or jsohal@sccoe.org. All questions will be answered in writing and distributed to all responders by addendum.

3.3 ERRORS AND OMISSIONS

If prior to the date fixed for submission of proposals, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP or any of its exhibits, vendor shall immediately notify the SCCOE in writing and request modification or clarification of the document (See Section III, 3.2). Modifications will be made by Addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested this RFP for bidding purposes, without divulging the source of the request for same.

If a vendor fails to notify the SCCOE prior to the date fixed for submission of proposals of an error in the RFP known to vendor, or an error that reasonably should have been known to vendor, vendor shall bid at vendor's own risk. If vendor is awarded the contract, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.4 ADDENDA

The SCCOE may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an Addendum to all parties who have been furnished the RFP for bidding purposes. Addenda will be numbered consecutively as a suffix to the RFP.

3.5 COMPLETION OF THE PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could materially affect the quality of the proposal. Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition

claimed by the vendor, may be rejected. If, in the opinion of the RFP evaluation committee, such information was intended to mislead the SCCOE in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal shall be rejected. Statements made by a vendor shall be without ambiguity, and with adequate elaboration, for clear understanding.

3.6 SUBMISSIONS OF PROPOSALS

Proposals will be accepted on or before the date and time indicated on the cover page of the RFP. In accordance with Section VII - Proposal Instructions and Format, one original proposal and 3x copies are to be delivered to the address noted on the cover page of the RFP.

3.7 DELIVERY OF PROPOSALS

Proposals must be received in the Purchasing Department of the SCCOE no later than the time indicated on the cover page of the RFP. The vendor is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the proposal, including delay occasioned by the internal mailing system in the SCCOE, will be the responsibility of the vendor. Delays due to inaccurate directions given, even if by employees of the SCCOE, shall be the responsibility of the vendor. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL BE REJECTED.**

3.8 VENDOR'S COST

Costs for developing proposals and participating in the selection process are entirely the responsibility of the vendor and shall not be paid by the SCCOE.

3.9 ALTERNATIVE PROPOSALS/WITHDRAWAL OF PROPOSALS

Only one proposal from each vendor will be accepted. Multiple proposals shall result in rejection of all proposals submitted by the vendor. A proposal may be withdrawn after submission by written or facsimile request signed by an authorized representative of the vendor, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

3.10 ERRORS IN THE PROPOSAL

If errors are found in a proposal, the SCCOE may reject the proposal; however, the SCCOE may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the vendor (if awarded the Agreement), the vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

3.11 REJECTION OF PROPOSALS

All proposals shall be reviewed to verify that the vendor has met the minimum qualifications and proposal submission requirements.

The SCCOE may reject any proposal for deviation from the requirements of the RFP. The SCCOE may waive any immaterial deviation in a proposal. The SCCOE's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the vendor from full compliance with the specifications if the vendor is awarded the contract. Proposals that include terms and conditions other than SCCOE's terms and conditions may be rejected as being non-responsive.

SCCOE may make such investigations as deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish to SCCOE all such information and data for this purpose as requested by SCCOE. The SCCOE reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy the SCCOE that such vendor is properly qualified to carry out the obligations of the Agreement and to complete the work specified.

3.12 CANCELLATION OF SOLICITATION

This solicitation does not obligate the SCCOE to enter into an agreement. The SCCOE retains the right to cancel this RFP at any time. No obligation either expressed or implied exists on the part of SCCOE to make an award or to pay any cost incurred in the preparation or submission of a proposal.

3.13 PROPOSALS BECOME THE PROPERTY OF SCCOE

Proposals become the property of SCCOE, and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. SCCOE reserves the right to make use of any information or ideas contained in the proposal.

3.14 DISPOSITION OF PROPOSALS

All materials, ideas, and formats submitted in response to this RFP will become the property of the SCCOE on receipt and may be returned only at the SCCOE's option and at the vendor's expense. One copy shall be retained by the SCCOE for official files.

3.15 CONFIDENTIAL MATERIAL

Vendor must notify SCCOE in advance of any proprietary or confidential materials contained in the proposal and provide justification for not making such material public. SCCOE shall have sole discretion to disclose or not disclose such material subject to any protective order, which vendor may obtain.

Vendor must maintain confidentiality of any SCCOE claims information provided in this process.

3.16 DISPUTES/PROTESTS

SCCOE encourages potential respondents to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The SCCOE wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

A vendor filing a protest must do so no later than the appropriate deadline indicated in the Schedule of Events, Section II.

3.17 AWARD OF CONTRACT

The SCCOE reserves the right to reject any and all proposals and to award one or more contracts. The award, if any, will be to the vendor whose proposal best complies with all of the requirements of the RFP documents and any Addenda. A "Notice of Intent to Award" will be sent to vendors submitting proposals five (5) SCCOE workdays prior to the award. Subsequent to the Notice of Intent to Award, all proposals become public documents. Evaluation methodology and basis for award are described in Section VI - Evaluation Criteria.

3.18 CONTRACT TERMS AND APPLICABLE RULES

Contracts with the successful vendor(s) will be signed by the parties on a standard SCCOE agreement form and will include terms appropriate to a professional service contract (attached). Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work without prior approval; (3) no additional payment without prior approval; (4) termination of contract under certain conditions; (5) indemnification of the SCCOE; (6) the SCCOE's approval of any subcontractors; (7) national labor relations board, drug-free workplace, nondiscrimination and ADA requirements; and (8) minimum appropriate insurance requirements.

The SCCOE's obligation under any anticipated contract is subject to the availability of authorized funds.

3.19 EXECUTION OF THE CONTRACT

Upon award of the contract, the contract shall be signed by the vendor and returned, along with the required attachments to the SCCOE within 10 calendar days of receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate SCCOE officials. Any work performed prior to receipt of a fully executed contract shall be at vendor's own risk.

3.20 FAILURE TO EXECUTE THE CONTRACT

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful proposer refuses or fails to execute the contract, the SCCOE may award the contract to the next qualified proposer.

SECTION IV EVALUATION AND CRITERIA

4.1 EVALUATION OF PROPOSALS

Proposals may be subjected to a two-tier screening/evaluation.

INITIAL PHASE

Initially, proposals will be reviewed, evaluated by an evaluation committee comprised of representatives of the SCCOE.

OPTIONAL SECOND PHASE

The SCCOE may have a second level of screening by conducting oral interviews.

4.2 EVALUATION CRITERIA

I. INITIAL PHASE:

a. **Completeness of Response**

The SCCOE evaluation team will review responses submitted in compliance with the deadline for completeness. Responses will either pass or fail review. Vendors submitting failing responses will be notified.

b. **Financial Stability**

SCCOE personnel will review the financial stability of respondents. Responding vendors who the SCCOE does not believe are financially stable will be notified.

c. **Compliance with SCCOE Minimum Requirements**

Responses will be reviewed by the SCCOE evaluation team to determine that the vendor has met the minimum requirements described in the RFP. Vendors submitting a failing response will be notified.

d. **Required Claim Services**

This category will consider the methodology of the proposed Workers' Compensation Program. Vendors will demonstrate an overall understanding of the complexities involving SCCOE and the California Workers' Compensation system.

e. **Personnel and Philosophy**

This category will consider the qualifications of personnel and the vendor's service approach. The evaluation team will consider the vendor's description of their philosophy toward adjusting claims, caseloads, medical management, related services, preventing fraud, and data confidentiality.

f. Management Information Systems and RIMS Report Capabilities

This category will consider the vendor's claims management system. The SCCOE evaluation team will look at data integrity/security, data conversion process, and on-line access for select SCCOE personnel to claims, notes and reports.

g. Relevant Experience and References

This category will consider the experience of the firm and the proposed service team. The SCCOE evaluation team may contact references.

h. Cost

This category will consider the cost indicated. Vendors submitting at or near the lowest cost will receive the maximum points available. All additional charges are to be included:

1. Medical Bill Review/PPO Review
2. Utilization Review
3. Nurse Case Management
4. Telephonic Case Management
5. Investigations

II. OPTIONAL PHASE

Interview

Should the SCCOE elect to conduct oral interviews, this will provide an opportunity for additional analysis of the vendor's proposed workers' compensation claims administration program. Emphasis will be placed on the SCCOE's assessment of the vendor's experience in providing the requested services as well as skills, quality and depth of answers. The presentation will be limited to 30 minutes, with an additional 30-minute question and answer period (the time limits will be strictly enforced). Points will be awarded based on the following:

- a. Composition of proposed team.
- b. Relevancy of qualifications and experience to the specific needs of the SCCOE.
- c. Responses to Interview Questions.
- d. Content of Presentation.

SECTION V PROPOSAL INSTRUCTIONS AND FORMAT

5.1 INTRODUCTION

To be considered responsive for this RFP, the vendor must submit a proposal in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The SCCOE reserves the right to request additional information which in the SCCOE's opinion is necessary to assure that the vendor's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the contract.

5.2 NUMBER OF COPIES

The vendor must provide one (1) original and 3x copies of the Proposal.

5.3 DELIVERY OF PROPOSALS

a. Address or deliver proposals to:

Santa Clara County Office of Education
Purchasing Services
1290 Ridder Park Drive, MC254B
San Jose, CA 95131-2398
ATTN: Jas Sohal, Purchasing Manager

b. Proposals must be received in the SCCOE office no later than the time indicated on the cover page of this RFP. **LATE PROPOSALS WILL NOT BE ACCEPTED.** The vendor is responsible for the means of delivering the proposal to the appropriate office on time (See Section 111, Item 3.8.)

c. The original of the proposal must be clearly marked "Master Copy" and submitted together with 3x copies.

5.4 PREPARATION

Proposals shall be prepared to provide a straightforward and concise description of vendor's capabilities and the proposed workers' compensation claims administration program to satisfy the requirements of this RFP. Proposals shall be limited to no more than 75 total pages.

Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Technical literature describing the proposed services and extent of support included in the proposal may be included as part of the proposal. EMPHASIS SHOULD BE CONCENTRATED ON COMPLETENESS and CLARITY OF CONTENT.

5.5 PROPOSAL FORMAT AND SUBMITTALS

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below, indexed, and tabbed.

a. Cover Letter

A letter of transmittal shall be included, with an original signature of an officer, partner, or agent who is authorized to contractually bind the vendor. The letter must briefly state the vendor's understanding of the services to be provided. It must also contain a clear commitment to perform the services described in the proposal.

In addition, the vendor's cover letter shall expressly state that, should the proposal be accepted, the vendor agrees to enter into an Agreement under the terms and conditions as prescribed by the SCCOE in accordance with the Standard Provisions attached Professional Service Agreement, and all stated requirements of the RFP.

b. Table of Contents

A Table of Contents shall be included in the proposal. It must identify the contents of the proposal in a format consistent with the proposal requirements as outlined in section 5.5.d below.

c. Exceptions

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, vendor must expressly state that no exceptions are taken.

d. Proposal Contents

In general, the proposal shall be divided into the following three sections:

Section 1 - Vendor Qualifications and Performance Standards

This section shall include a response to all items in Section VI, Vendor Qualifications Requirements. Proposer's audited financial statement or similar document will be included.

Section 2 - Scope of Work

This section should describe your proposed approach to the administration of Workers' Compensation claims for the SCCOE as requested in subsection 5.4, Scope and 5.5, Section 7. Proposal should also include a description of personnel and physical resources available to meet the SCCOE's needs. Work plan must address SCCOE Risk Management objectives of cost reduction and improvement of program efficiency and effectiveness. Additional services not specified but offered by proposer should be described as well.

Section 3 – Cost

The proposer shall submit a cost sheet in conformance with Section VIII. The rates quoted in response to this proposal shall be firm and fixed for the initial term (12 months) of the agreement.

Section 4 - Questionnaire

The proposer should provide straightforward and concise responses to all questions.

SECTION VI VENDOR'S QUALIFICATIONS AND PERFORMANCE STANDARDS

6.1 MINIMUM REQUIREMENTS

Vendors must demonstrate compliance with the following minimum qualifications and requirements. To be considered responsive to the RFP requirements, the proposals must respond completely to all information requested in the Request for Proposal.

The adjuster(s) assigned to this project must be senior-level and have a minimum of seven years' experience adjusting workers' compensation claims. Supervisors must have a minimum of 10 years' experience supervising workers' compensation claims. The SCCOE retains the right to review all experience for appropriateness and compliance with this requirement.

6.2 VENDOR QUALIFICATIONS

The proposal shall include a description of the background, qualifications and expertise of the vendor's services and key personnel assigned to this project. The description shall demonstrate that the vendor possesses the necessary skills and experience in all areas of the project scope. To be considered, vendor must meet all the following qualifications and requirements:

- 6.2.1 Provide the number of private and public agency clients for whom you currently provide workers' compensation claims administration services. Also, list your three (3) largest public agency clients with the number of employees, and years served, including contact name and phone number for each.
- 6.2.2 Have any clients terminated their contracts for other than term expiration within the past three years? If yes, please explain.
- 6.2.3 Describe the anticipated office location(s) that will provide workers' compensation claims administration services for SCCOE. Include the number of personnel and positions at this location(s). Also include a description of your organization's annual training program/professional development for adjusters and supervisors.

- 6.2.4 Describe in detail your proposed program to provide effective workers' compensation claims administration services for SCCOE, to include, but not limited to,
- (1) anticipated staff that will be assigned to the SCCOE account
 - (2) claim handling performance standards
 - (3) claim notes policies and procedures
 - (4) supervisor/manager claim handling oversight
 - (5) reserving practices/standards
 - (6) medical management
 - (7) settlement practices and claim closing strategies
 - (8) litigation management
 - (9) customer service – phone, email policies and procedures
 - (10) cost reduction strategies
 - (11) SIU
 - (12) PAR audits
 - (13) confidentiality policies and procedures
- 6.2.5. Describe your claims management system. Include (1) number of years using this system; (2) whether the system is owned/operated in-house or through an agreement with another provider; (3) the general capabilities of the system; (4) confirm that the system will allow on-line access by select SCCOE personnel; (5) confirm that the system will allow clients to design/generate data reports; (6) compatibility with other systems for transferring historical data; (7) whether there is a plan to replace the system during the term of the contract; (8) describe your system's security features/protocols, to include whether you have been the victim of any data breaches or ransomware attacks in the past 5 years and how these incidents were resolved; and (9) describe your disaster plan to ensure continuity of operations in case of a disaster.
- 6.2.6. Describe your computer/IT customer support services.
- 6.2.7. List and describe your management information reports that are standard and included in the service fee. Identify how often these reports are provided. Provide examples of your standard reports for review.
- 6.2.7 Describe your ability to design custom data reports. Include if there is an extra fee for custom reports.
- 6.2.8 Certify that the firm has not undergone bankruptcy proceedings in the past ten years.
- 6.2.9 Certify that the firm is not currently undergoing or anticipating any reorganization/Chapter 11.

- 6.2.10 Agree to provide the services described in Section 7 - Scope of Work of this RFP, with initial rates guaranteed for one year with the option to renew for two additional one-year terms.
- 6.2.11 Describe your firm's proposal for advance deposit requirements and billing in arrears for claim benefit payments issued.

6.3 VENDOR PERFORMANCE

- 6.3.1 Within the initial 30 days of the contract, vendor will meet with SCCOE to develop Client Service Instructions. Client Service Instructions shall be approved by SCCOE before implementation. Any changes to the Client Service Instructions during the contract period require SCCOE approval.
- 6.3.2 The Vendor will discuss with SCCOE the personnel the firm will use to staff SCCOE's program. Include a resume and/or a brief outline, related experience and credentials of those individuals.
- 6.3.3 Explain your firm's current policies regarding the assignment of claims to each claims supervisor, claims examiner and claims assistant. The SCCOE anticipates the maximum number of claims assigned to each adjuster will not exceed 150 per adjuster.
- 6.3.4 Provide an organizational chart
- 6.3.5 Designate an account executive responsible to the SCCOE with authority to act on behalf of the firm and attend meetings of the SCCOE as requested.
- 6.3.6 Describe the timetable, specific processes, procedures and personnel that will be used to implement the SCCOE workers' compensation claims administration program.
- 6.3.7 Describe any problems you foresee in the implementation and management of the program.
- 6.3.8 Describe the SCCOE responsibility in the implementation process.
- 6.3.9 All claim files and claim data are the property of the SCCOE.
- 6.3.10 At the request of SCCOE, 2 claim reviews will be conducted per Fiscal Year at a mutually agreed location and time.
- 6.3.11 Claims will be reconciled for accuracy of payments at least once every 12 months and at the time a claim is closed.
- 6.3.12 Claims Adjusters will notify SCCOE when there is a change of reserves in a

claim of \$50,000 or more.

- 6.3.13 Vendor will pay all fines and penalties that are a result of their errors and omissions.
- 6.3.14 Vendor shall describe how interest on the deposits/prepayments for benefit costs are treated and how they are applied to payment of the contract.
- 6.3.15 Vendor shall disclose all owned services (bill review, UR, PPO, Investigation Services, etc.)
- 6.3.16 Excess Insurance - If SCCOE obtains excess coverage, vendor will comply with Excess Carrier's notification procedures and audit requests.
- 6.3.17 Investigation and Litigation - the SCCOE must approve external investigations and surveillance and approve the investigation vendor.
- 6.3.18 Referral to legal counsel requires SCCOE approval and only to attorneys selected by the SCCOE. Adjuster is to follow-up with defense counsel if a case analysis is not completed within 30 calendar days from date of referral. Attorney bills will be audited for accuracy by the adjuster.
- 6.3.19 Subrogation will be pursued unless otherwise indicated by the SCCOE.
- 6.3.20 Reporting
 - a. Vendor will prepare OSHA 300 reporting
 - b. The Vendor will provide daily payment reports
 - c. The Vendor will provide monthly claim/cost summary reports
 - d. The Vendor will produce an annual loss run, with reserves valued at a date specified by the SCCOE for the SCCOE's annual actuarial report.
 - e. Provide data as requested by SCCOE's actuarial vendor
 - f. Vendor will provide mid-year and end of year stewardship reports with comparison of data to prior years for trending and analysis.
- 6.3.21 Provide training to SCCOE staff as needed on new laws.

6.4 INSURANCE REQUIREMENTS

VENDOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage, and endorsements. Required insurance limits can be met by a combination of underlying insurance and Umbrella Insurance.

Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the Company and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

- Commercial General Liability Insurance with limits not less than \$2,000,000 (two million dollars) each occurrence combined single limit for Bodily Injury and Property Damage, Personal and Advertising injury of not less than \$2million per occurrence, Products/Completed Operations Aggregate of not less than \$2million, and General Aggregate of not less than \$2million.
 - General Liability Insurance Endorsement shall include the following:
 - Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives and invitees.
 - State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
 - If any policies are written on a claims-made form, VENDOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- Automobile Liability Insurance which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 (one million dollars) per accident.
- Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. VENDOR agrees to release, indemnify and hold harmless Company from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of VENDOR or its subcontractors for work related injuries arising out of the performance of this Agreement.

- Professional Liability (E & O) Insurance with limits not less than \$2,000,000.00 (two million dollars) each occurrence. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services performed under the contract. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- Cyber Liability Insurance with limits not less than \$2,000,000.00 (two million dollars) each occurrence.
- Add the following language to the Description of Operations Section of the Certificate of Insurance: "The Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees are included as an additional insured."
- Add Santa Clara County Office of Education as the Certificate Holder (Address: 1290 Ridder Park Drive, San Jose, CA 95131).

The Vendor shall obtain and maintain at a minimum the limits of insurance set forth above. By requiring such minimum insurance, the SCCOE shall not be deemed or construed to have assessed the risks that may be applicable to the Vendor under the Agreement. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

VERIFICATION OF INSURANCE COVERAGE

The VENDOR shall furnish certificates of insurance to the Company for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the VENDOR. VENDOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. VENDOR shall provide written notice to the Company of any material change, cancellation and/or notice of non-renewal of the insurance within thirty (30) calendar days of the change. VENDOR shall furnish a copy of the insurance policy or policies upon request of the Company within (30) thirty calendar days of written request.

SECTION VII SCOPE OF WORK

7.1 INTRODUCTION and SCOPE

It is the intent of this Request for Proposal process to secure a Third-Party Administration contract with a firm to work with the SCCOE as part of its Risk Management Team in providing effective workers' compensation ("WC") services and benefits, analyzing losses and developing methods of reducing WC costs wherever possible. The SCCOE desires a comprehensive proposal regarding the administration of Workers' Compensation benefits and services and recommendations for changes that will facilitate achievement of the SCCOE's goal of cost reduction and improvement of program efficiency and effectiveness.

7.2 SERVICE ACTIVITIES

The selected vendor's work shall include, but not be limited to the following:

- 7.2.1 Gather data and information from SCCOE in order to gain a thorough understanding of the policies, regulations, and legal requirements of an effective workers' compensation administration program.

- 7.2.2. Provide a detailed transition plan, which will ensure uninterrupted services to the SCCOE and its employees. Include in this plan the name and title of the primary and alternate contact person(s), transition timeline and necessary resources for efficient transition and transition costs.

SECTION VIII COSTS

Fees for providing service must be structured in accordance with the following Pricing Options:

Proposers are required to propose the flat fee option. Proposers, at their discretion, may also propose on a per claim basis. **Flat Fee costs will be used in awarding evaluation points for cost.**

Flat Fee shall include all costs for delivering all services described in this RFP. Proposer shall define the number of claims on which the proposed fee was established. Should the number of claims contemplated in the proposer's Flat Fee be exceeded, the proposer shall submit a cost valuation to amend the terms of the Service Agreement for the SCCOE's consideration.

Proposers must respond to Both Section 8.1 to be considered responsive.

8.1 Please indicate what rates you will guarantee for new claims filed during the period of this Agreement.

RATE – July 1, 2023 - June 30, 2024

New Claims Filed

Annual Flat Fee \$ _____ (Please describe in detail)

of Claims Contemplated _____

Per Claim \$ _____ (Please describe in detail)

RATE – July 1, 2024 - June 30, 2025

New Claims Filed

Annual Flat Fee \$ _____ (Please describe in detail)

of Claims Contemplated _____

Per Claim \$ _____ (Please describe in detail)

RATE – July 1, 2025 - June 30, 2026

Annual Flat Fee \$ _____ (Please describe in detail)

of Claims Contemplated _____

Per Claim \$ _____ (Please describe in detail)

Payment Provisions:

Vendor's rates quoted must include all costs associated with the required services under this RFP. Vendor shall be paid monthly based on the rates quoted above. This bid is binding for 90 days after submission.

Bill Review and Medical Management

- Describe in detail your firm's bill review and UR/medical management services and costs. Include Preferred Provider discounts.
- The SCCOE retains the right to designate the bill review and UR/medical management service providers.

SECTION IX QUESTIONNAIRE

ABOUT THE FIRM

1. Give a brief history of your firm since inception. Include:
 - A list of principals,
 - An organizational chart,
 - Size and locations(s) of your firm, including number of employees at each location,
 - A description of all of the types of services provided by your firm and the number of years provided, and
 - The contact person for this RFP process.
 - What is the name, title, and location of the individual who would have overall responsibility for this contract, if awarded to your firm?

2. Discuss any major changes in your firm's structure or ownership over the past three years. Discuss anticipated changes in your firm's structure or ownership in the next three years.

3. Discuss your firm's relationship or affiliation, if any, with a parent firm.

4. Discuss your firm's affiliation with:
 - Medical service providers,
 - Medical bill review services,
 - Utilization Review service providers
 - Defense attorneys
 - Nurse Case Management Firms
 - Investigation Services
 - Copy Services

5. Describe your firm's mission and goals

6. Describe your multi-lingual capabilities

7. Are you licensed to do business in the State of California?

13. List and describe the features that distinguish your firm from other TPAs

APPENDIX A

LIST OF SCCOE LOCATIONS

NOTE: PLEASE SEE ATTACHED APPENDIX A

APPENDIX B

SCCOE CLAIMS SUMMARY

NOTE: PLEASE SEE ATTACHED APPENDIX B

Appendix - C REFERENCES

SCCOE

REFERENCES

Respondents are to provide a list of five (5) current and former clients in the area provided below. References shall be provided as required per the RFP specifications, terms and conditions.

The SCCOE may contact some or all of the references provided in order to determine the proposer's performance record on work similar to that described in this request. The SCCOE reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

Client Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	
<hr style="border: 1px solid black;"/>	
Client Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	
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Client Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	
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Client Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	
<hr style="border: 1px solid black;"/>	
Client Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Proposing Firm Name:0

ATTACHMENTS

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the Santa Clara County Office of Education, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME:

TITLE OF OFFICER SIGNING:

SIGNATURE:

DATE:

CONTRACTOR'S CERTIFICATE

REGARDING WORKERS' COMPENSATION

Labor Code Section 3700.

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) 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 his or her 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 contract.

Signature: _____

(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 awarding body prior to performing any work under this contract.)

NONCOLLUSION DECLARATION

(To Be Executed By Proposer and Submitted With RFP)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 201_, at _____, California

Authority: Public Contract Code 7106
CCP 2015.5

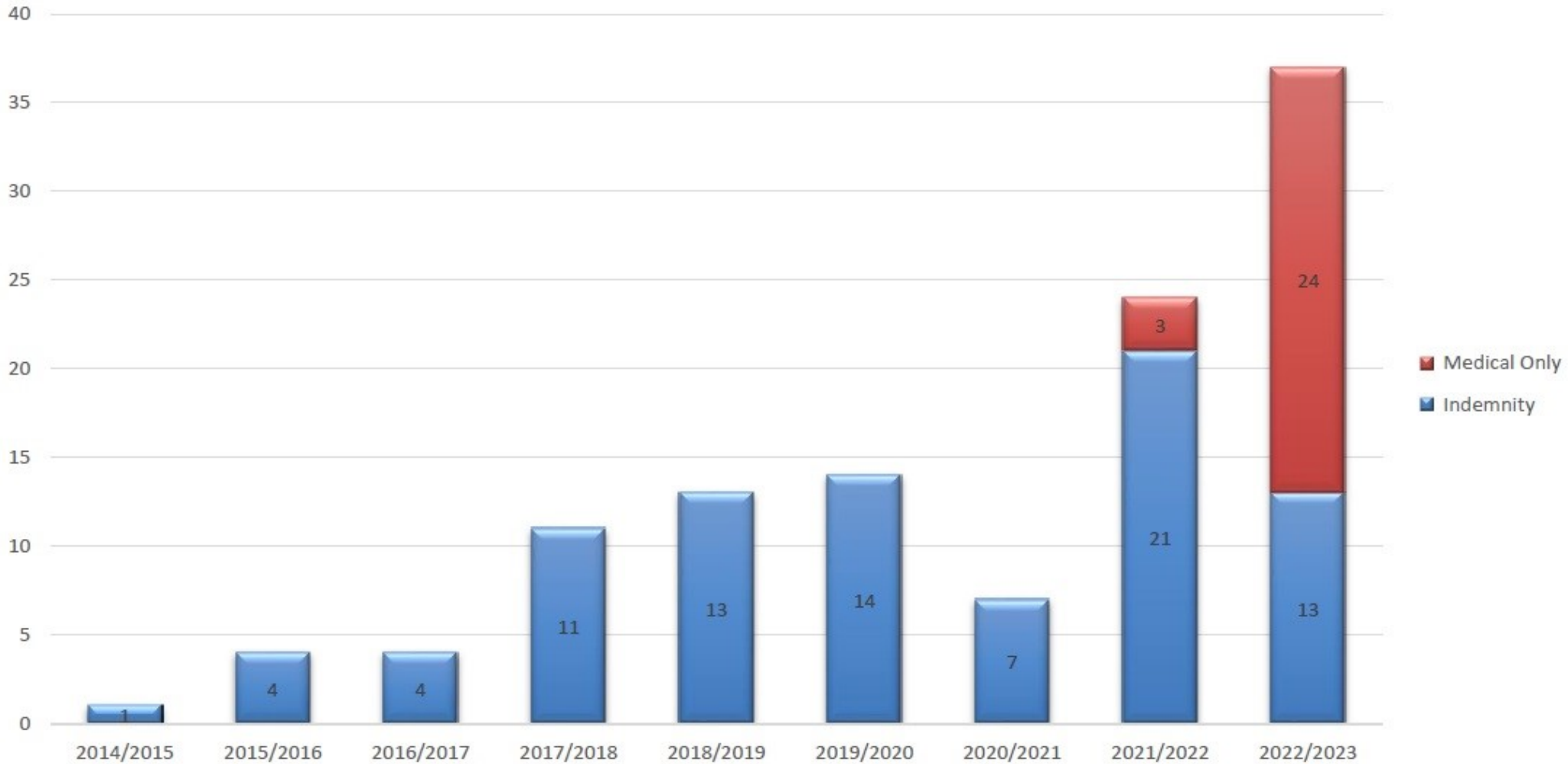
NOTE: Attached Professional Service Agreement must be sent back signed with RFP response.

Location Name	Physical Address	City	State	Zip Code	Number of Employees at Location
Chandler Tripp	7800 Thornton WaySan Jose 95128	San Jose	CA	95128	80
Hester	1460 The Alameda San Jose 95126	San Jose	CA	95126	118
Office of Education	1290 Ridder Park Drive	San Jose	CA	95131	485
Seven Trees	300 El Cajon DriveSan Jose 95148	San Jose	CA	95111	50
STONEGATE PRESCHOOL (HEAD START)	2605 GASSMANN DR	SAN JOSE	CA	95121	3
Osborne	840 Guadalupe Pkwy	San Jose	CA	95110	25
Orchard School	921 Fox Lane	San Jose	CA	95131	12
Christopher Learning	565 Coyote Road	San Jose	CA	95111	9
Gilroy High School	750 N 10th Street	Gilroy	CA	95020	6
ANNE DARLING School	1550 MARBURG WAY	SAN JOSE	CA	95133	35
Wilcox High School	3250 Monroe Street	Santa Clara	CA	95051	4
Educare	1399 Santee Ave	San Jose	CA	95122	30
Santa Teresa Elementary	6200 ENCINAL DR	SAN JOSE	CA	95119	8
Connect East	625 Educational Park Dr.	San Jose	CA	95131	4
Luther Burbank	4 Wabash Ave	San Jose	CA	95128	7
Hubbard	1680 Foley Avenue	San Jose	CA	95122	7
WESTMONT HIGH SCHOOL	4805 WESTMONT AVE	CAMPBELL	CA	95008	9
South County Annex	9300 Wren Ave	Gilroy	CA	95020	56
Snell	3550 Snell Avenue	San Jose	CA	95136	9
Blackford	1970 Willow St	San Jose	CA	95125	12
Carolyn Clark	3701 Rue Mirassou Drive	San Jose	CA	95148	7
Washington	921 S. First Street	San Jose	CA	95110	6
Campbell Community	1 West Campbell Ave	Campbell	CA	95008	20
Dahl	3200 Water Street	San Jose	CA	95111	9
SANTEE HEADSTART	1399 SANTEE DR	SAN JOSE	CA	95122	2
Independence High School	1776 Educational Park Dr.	San Jose	CA	95133	27
Norwood Creek School	3241 Remington Way	San Jose	CA	95148	14
MCCOLLAM COUNTY ANNEX	550 GRIDLEY STREET	SAN JOSE	CA	95127	20
SUNOL COMMUNITY SCHOOL	258 SUNOL ST	SAN JOSE	CA	95126	11
FISCHER MIDDLE SCHOOL	1720 HOPKINS DR	SAN JOSE	CA	95122	12
Carson School	4245 Meg Drive	San Jose	CA	95136	13
WOOL CREEK	645 WOOL CREEK DRIVE	SAN JOSE	CA	95112	8
Bachrodt Elementary	102 Sonora Ave	San Jose	CA	95110	8
FOOTHILL HILL High School	2750 RIVERRUN DR	SAN JOSE	CA	95127	14
Eliot Elementary School	475 Old Gilroy St	Gilroy	CA	95020	2
HOLLISTER	1101 LINE ST	HOLLISTER	CA	95023	7
DEL MAR HIGH SCHOOL	1224 DEL MAR AVE	SAN JOSE	CA	95128	6
Walden West	15555 Sanborn Road	Saratoga	CA	95070	27
LeyVa School	1865 Monrovia Dr	San Jose	CA	95122	16
Sierramont School	3155 Kimlee Drive	San Jose	CA	95132	6
TOYON ELEMENTARY	995 BARD ST	SAN JOSE	CA	95127	8

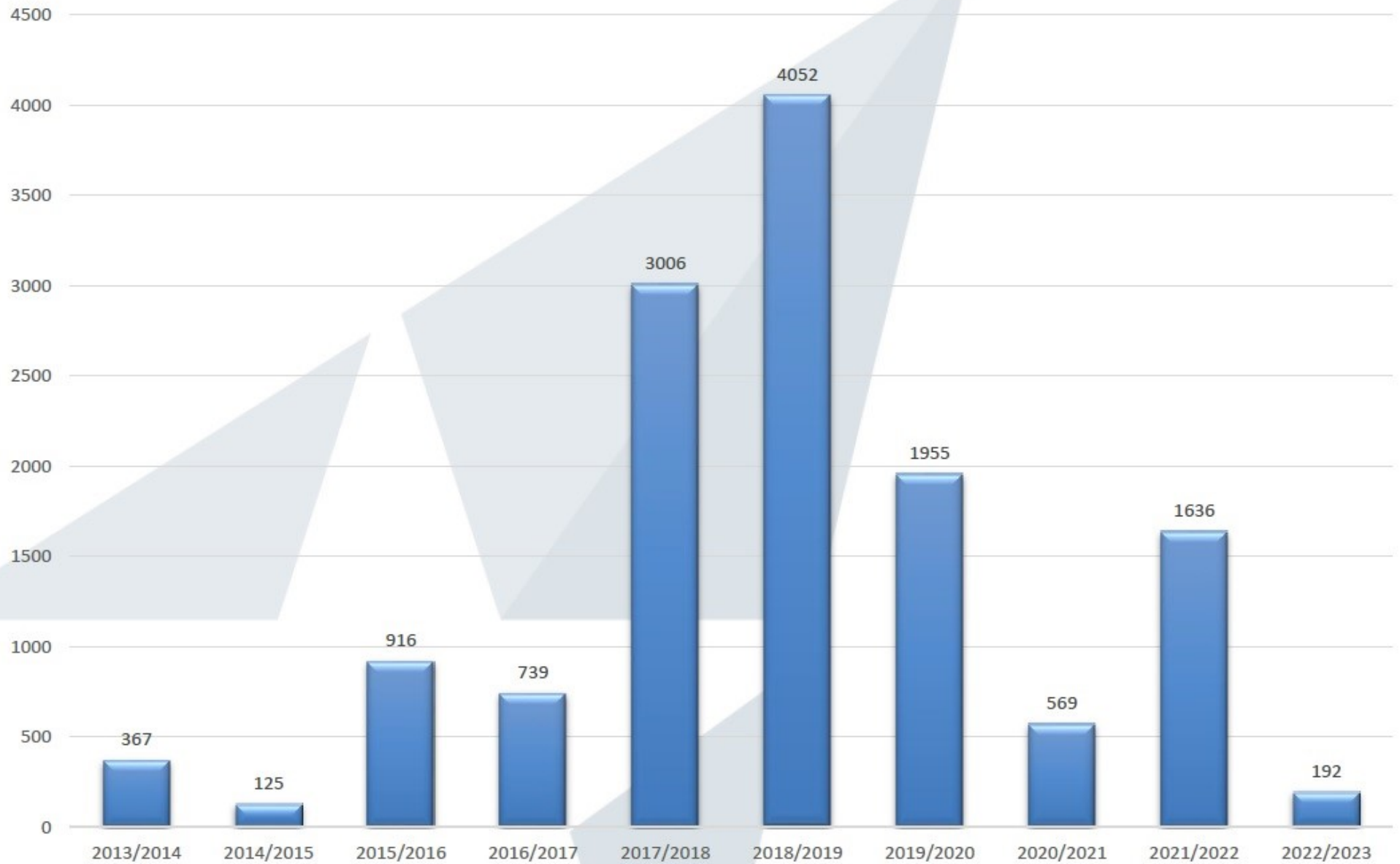
Bagby School	1840 Harris Avenue	San Jose	CA	95124	9
Monroe Middle School	1055 S Monroe St	San Jose	CA	95128	2
ROULEAU SCHOOL	1875 MONROVIA DR	SAN JOSE	CA	95122	12
Monta Vista High School	21840 McClellan Rd	Cupertino	CA	95014	8
Oster Elementary	1854 Nelson Way	San Jose	CA	95124	37
CALAVERAS PRESCHOOL (HEAD START)	1081 BUENA VISTA RD	HOLLISTER	CA	95023	9
Piedmont Hills School	1377 Piedmont Road	San Jose	CA	95132	6
Santa Teresa High School	6150 SNELL RD	San Jose	CA	95123	16
MARTIN MURPHY	141 AVENIDA ESPANA	SAN JOSE	CA	95124	9
KR Smith	2025 Clarice Drive	San Jose	CA	95122	5
Dartmouth Middle School	5575 Dartmouth Ave	San Jose	CA	95118	8
ARGONAUT SCHOOL	13200 SHADOW MOUNTAIN DR	SARATOGA	CA	95070	9
Moreland School	4600 Student Lane	San Jose	CA	95130	7
BOEGER	1944 FLINT AVE	SAN JOSE	CA	95148	3
Gateway School	7151 Hanna Street	Gilroy	CA	95020	30
Steinbeck School	820 Steinbeck Drive	San Jose	CA	95123	16
EAST HILLS/LYNDALE	13901 NORDYKE DR	SAN JOSE	CA	95127	3
Connect West	2280 Kenwood Ave	San Jose	CA	95128	25
Silver Creek High School	3434 Silver Creek Road	San Jose	CA	95121	11
Sobarto	512 Valley Way	Milpitas	CA	95035	3
Anne Darling Proper	333 N 33rd Street	San Jose	CA	95133	6
Baldwin Elementary School	280 Martinvale Ln	San Jose	CA	95119	8
Country Lane	5140 Country Lane	San Jose	CA	95129	13
Christopher Ranch Learning Center	305 Bloomfield Ave	Gilroy	CA	95020	3
Sacramento Office	1121 L STREET	SACRAMENTO	CA	95814	2
Zarcone	13425 Sousa Lane	Saratoga	CA	95070	5
The Hub	591 North King Road	San Jose	CA	95133	2
Buchser Middle School	1000 Market St	Santa Clara	CA	95050	8
GLENVIEW SCHOOL	480 EIGHTH ST	GILROY	CA	95020	5
Andrew Hill	3200 Senter Rd	San Jose	CA	95111	2
LEIGH HIGH SCHOOL	5210 LEIGH AVE	San Jose	CA	95124	13
MCKINLEY	651 MACREDES AVE	SAN JOSE	CA	95116	13
SAN ANTONIO HEADSTART	1803 STOWE AVE	SAN JOSE	CA	95116	3
Blue Ridge	19050 Malaguerra Rd	Morgan Hill	CA	95037	13



Open Inventory as of November 30th

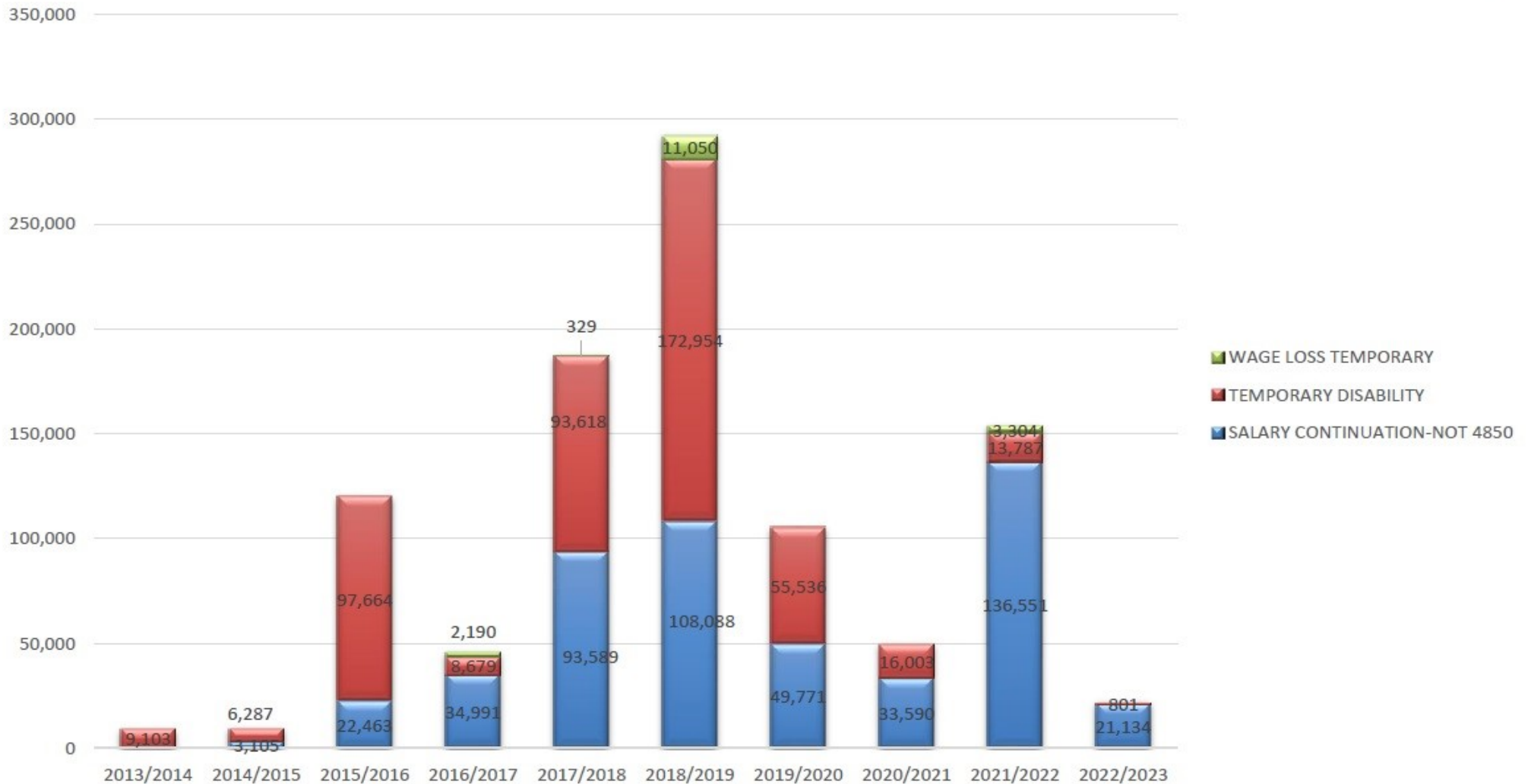


Paid Total Loss Days by Year





Temporary Disability, Salary Continuation, Wage Loss Payments by Fiscal Year



PROFESSIONAL SERVICES AGREEMENT FOR SERVICES

STATEMENT OF THE PARTIES

This AGREEMENT is made between The Santa Clara County Office of Education, a California public agency hereinafter called "SCCOE" and _____, hereinafter called "CONTRACTOR," to furnish certain services described in Appendix A, entitled "Scope of Work" which is attached to and incorporated herein by reference, upon the terms and conditions stated herein. SCCOE and CONTRACTOR shall be collectively referred to as "the Parties" for the purposes of this Agreement.

1. TERM

- 1.1 The term of this Agreement shall be for a period beginning on _____ and ending on _____, unless otherwise terminated in accordance with Section 11 of this Agreement.

2. REPRESENTATIONS AND COMPLIANCE WITH LAWS

- 2.1 CONTRACTOR warrants and represents that CONTRACTOR and their key personnel have the required licenses and certifications to perform the scope of services described in Appendix A, Scope of Work.
- 2.2 CONTRACTOR further certifies that CONTRACTOR is not suspended or disbarred from public contracting or otherwise precluded from performing the services described in the Scope of Work, Appendix A due to any violation of laws or regulations that may be applicable to the services provided pursuant to this Agreement. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations.

3. COMPENSATION AND PAYMENTS

- 3.1 Not to Exceed Amount. The compensation paid by SCCOE under this Agreement shall be in an amount not to exceed \$ _____ inclusive of all travel and lodging, taxes, fees, costs, overhead, and expenses. Any amendment to this Agreement which increases the compensation paid hereunder shall be in writing and fully executed by the SCCOE and CONTRACTOR. SCCOE shall not be responsible for any tax liability, costs or expenses arising out of or related to CONTRACTOR's performance of this Agreement.
- 3.2 Schedule of Payments. The compensation paid to CONTRACTOR pursuant to this Agreement shall be made in accordance with agreed upon rates and performance milestones set forth in the Appendix B hereto, entitled "Compensation and Schedule of Payments", which is incorporated herein by reference.
- 3.3 Payments. Payments will be made upon SCCOE's receipt of CONTRACTOR's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper review of expenditures, should SCCOE require an audit to be performed.
- 3.4 Acceptance of Defective Work. The parties understand and agree that SCCOE has the right to withhold payments from CONTRACTOR for any unsatisfactory service until such time as service is performed satisfactorily. Should the SCCOE temporarily accept work that SCCOE deems to be defective or unsatisfactory in part, SCCOE may require that CONTRACTOR remedy or replace its defective or unsatisfactory work at CONTRACTOR'S sole expense. Payments made pursuant to this Agreement shall not waive or diminish CONTRACTOR's obligation to perform its duties under this Agreement to the satisfaction of SCCOE and in accordance with the dates and milestones set forth in Appendix B, Compensation and Schedule of Payments, nor shall payments to CONTRACTOR waive or diminish CONTRACTOR'S obligation to remedy or replace its unsatisfactory work or performance if CONTRACTOR is requested to do so by SCCOE in accordance with Sections 8, 9 or 10 of this Agreement.
- 3.5 SCCOE may correct or replace CONTRACTOR's unsatisfactory or defective work if after five (5) calendar day's written notice, to CONTRACTOR, CONTRACTOR fails or refuses to correct the defective or unsatisfactory work and the cost of SCCOE's repair or replacement of said defective work shall be deducted from any amounts due or to become due to CONTRACTOR under this Agreement.

4. INDEPENDENT CONTRACTOR

- 4.1 CONTRACTOR shall be deemed at all times to be an independent CONTRACTOR and not an employee of the SCCOE. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the SCCOE and CONTRACTOR or its agents and employees. Any direction from the SCCOE shall be construed as providing for direction as to conformity to SCCOE policy and not as the means by which such a result is obtained. The SCCOE does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.
- 4.2 CONTRACTOR shall be responsible for all costs and expenses incidental to the performance of services for SCCOE as outlined in Appendix A, including but not limited to, all costs of equipment, all employees, agent, and subcontractor costs, all fees, fines, licenses, bonds, or state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR'S employees, agents or subcontractors.

5. INSURANCE

Without in anyway limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

- 5.1 Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
- a. Each and every General Liability policy and endorsement shall include the following:
- 1) Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
 - 2) State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
 - 3) If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- 5.2 Automobile Liability Insurance which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per accident.
- 5.3 Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless SCCOE from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.
- 5.4 Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

6. VERIFICATION OF INSURANCE COVERAGE

6.1 The CONTRACTOR shall furnish certificates of insurance to the SCCOE responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the SCCOE Director of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the SCCOE Risk Manager within (10) ten calendar days of written request.

7. INDEMNIFICATION

7.1 CONTRACTOR shall hold harmless, indemnify and defend SCCOE, its Board, officials, agents, and employees harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrong conduct of the CONTRACTOR or the sub-contractor. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The CONTRACTOR's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the CONTRACTOR's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONTRACTOR, its agents, servants or representatives.

8. DEFAULT

8.1 If CONTRACTOR fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONTRACTOR shall be in default. Upon the occurrence of a default hereunder SCCOE, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SCCOE to CONTRACTOR while CONTRACTOR was in default shall be immediately returned to the SCCOE. CONTRACTOR understands and agrees that termination of this Agreement under this section shall not release CONTRACTOR from any obligation accruing prior to the effective date of termination. In the event of termination due to default, in addition to the foregoing, SCCOE may also suspend or withhold reimbursements from CONTRACTOR until such time as the actions giving rise to default have been cured.

8.2 CONDITIONS CONSTITUTING DEFAULT. A finding of Default and subsequent termination for cause may include, without limitation, any of the following:

- a. CONTRACTOR fails to obtain or maintain the insurance or endorsements, certifications, licenses, and/or clearances.
- b. CONTRACTOR fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.
- c. CONTRACTOR fails to commence the work to be performed under this Agreement within the time provided or contemplated herein, or fails to complete the work to be performed under this Agreement in a timely manner as required by this Agreement and/or stated in Appendix A Scope of Work and Appendix B Compensation and Schedule of Payments.
- d. CONTRACTOR fails to submit an invoice for work performed within sixty (60) days of completion of the contract.

8.3 TIME TO CURE DEFAULT. The SCCOE Responsible Administrator shall provide written notice to CONTRACTOR as to a finding of default, and CONTRACTOR shall take all necessary action to cure said default within five (5) calendar days of the Default or a longer time as SCCOE may state in said notice, after which time the SCCOE may terminate the Agreement. The SCCOE Responsible

Administrator at his/her sole discretion may allow additional days to perform any required cure if CONTRACTOR provides written justification deemed reasonably sufficient.

9. DISPUTE RESOLUTION

- 9.1 Prior to any action or resort to any legal remedy, SCCOE and CONTRACTOR agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If SCCOE's and CONTRACTOR'S Responsible Administrator cannot resolve disputes through such negotiations, then the each Parties' representative will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the representatives conducting the initial negotiation.
- 9.2 CONTRACTOR understands and agrees that all disputes between it and SCCOE based upon an alleged violation of the terms of this Agreement by the SCCOE shall be submitted for resolution in the following manner:
- 9.3 The initial step shall be for the CONTRACTOR to notify the SCCOE Responsible Administrator in writing of the dispute and submit a copy to the SCCOE Risk Manager.
- 9.4 Should the CONTRACTOR and the SCCOE Responsible Administrator fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing, with all supporting documentation, to the Chief Business Officer. Upon receipt of said notification the Chief Business Officer shall review the issues relative to the dispute and issue a written finding.
- 9.5 Should the CONTRACTOR and the Chief Business Officer fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing within five (5) calendar days of the issuance of the written finding to the Deputy Superintendent. Failure to submit such appeal of the written finding within the stipulated timeframe shall constitute acceptance of the finding by the CONTRACTOR. Upon receipt of said notification the Deputy Superintendent shall review the issues relative to the dispute and issue a written finding.
- 9.6 If the executives cannot resolve the dispute to the satisfaction of both Parties, then SCCOE and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration.

10. MEDIATION – WAIVER OF JURY TRIAL

- 10.1 In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the performance of this Agreement and/or following the completion of the work to be performed under this Agreement the parties to this Agreement agree, that all disputes between them shall be submitted to non-binding mediation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Santa Clara County, State of California, or another mutually agreeable location if the parties so agree in writing. The parties will split the costs of a certified mediator on a 50/50 basis. The CONTRACTOR agrees to include such similar contract provisions with all Sub-CONTRACTORS, volunteers, interns, agents, and/or independent contractors and/or CONTRACTOR's retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.
- 10.2 In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

11. TERMINATION

SCCOE'S RIGHT TO TERMINATE

- 11.1 SCCOE, through its Responsible Administrator has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to work authorized under this Agreement, whether finished or not, must be turned over to the Responsible Administrator. The CONTRACTOR shall be paid all sums earned up to the date of termination as stated in the written notices provided by SCCOE, in accordance with provisions of Appendix B, Compensation and Schedule of Payments, provided that said documentation is turned over to the Responsible Administrator within ten (10) business days of termination. Failure to timely deliver the documentation

shall be cause to withhold any payments due without recourse by CONTRACTOR until all documentation is delivered to the Responsible Administrator.

- 11.2 CONTRACTOR shall have no recourse or remedy from a termination made by SCCOE except to retain the fees earned and already disbursed as compensation for the satisfactory work that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against SCCOE, its officials or employees.

12. CONTRACTOR'S RIGHT TO TERMINATE

- 12.1 The CONTRACTOR shall have the right to terminate this Agreement, in writing, following breach by SCCOE, if the breach of contract has not been corrected within sixty (60) days from the date SCCOE receipt of a written statement from CONTRACTOR specifying its breach of its duties under this Agreement.
- 12.2 The termination provisions set forth an incremental process for termination that allows the parties the opportunity to communicate regarding their dispute and attempt to informally resolve the matter before terminating the Agreement and thereby avoid unnecessary interruption or costs associated with litigation.

13. CONFLICT OF INTEREST

- 13.1 CONTRACTOR warrants and represents that it has read, understands, and will comply with the Conflict of Interest laws and requirements for the State of California. CONTRACTOR further represents that to the best of his/her knowledge there exists no actual or potential conflict between the CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of any change in either private interests or services under this Agreement, CONTRACTOR will immediately notify SCCOE of any question regarding possible conflict.

14. OWNERSHIP OF CREATIONS AND WORK FOR HIRE

- 14.1 CONTRACTOR hereby assigns to SCCOE all right, title, and interest, including, but not limited to, all copyright rights, in all materials and creations created by CONTRACTOR in its performance under this Agreement. CONTRACTOR shall execute any documents necessary to effectuate such assignment, with the exception that CONTRACTOR hereby grants to SCCOE an irrevocable, fully-paid royalty-free license to use any document provided to SCCOE. CONTRACTOR warrants that it has the lawful right to grant the forgoing license to SCCOE.
- 14.2 All tracings, plans, documents, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire. Based on incremental transfer wherein the above shall become the property of SCCOE upon payments made to CONTRACTOR or termination of the Agreement without restriction or limitation on their use and will be made available on request, to SCCOE at any time during the performance of such services and/or upon completion or termination of this Agreement. CONTRACTOR shall not copyright any material and products or patent any invention developed under this Agreement. SCCOE shall have the right to visit the site for inspection of the work and the products of CONTRACTOR at any time. The foregoing provisions shall survive the term and termination of this Agreement.

15. PRIVACY OF STUDENT RECORDS

- 15.1 CONTRACTOR and its employees, agents and volunteers shall comply at all times with the requirements relating to the confidentiality of "Protected Health Information" (PHI) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder (collectively, "HIPAA") as is necessary.
- 15.2 CONTRACTOR and its employees, agents and volunteers shall comply at all times with the requirements relating to the confidentiality of student education records in accordance with federal and state law, including, but not limited to the Family Education Rights and Privacy Act (FERPA) as amended 20 U.S.C. 1232g; 34 C.F.R. § 99.33 (a), (b) and California Education Code § 49064 and §49076.
- 15.3 If CONTRACTOR obtains access to student education records in connection with the work performed under this Agreement, CONTRACTOR agrees to hold all student education records that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code § 49076.)

16. AUDIT AND INSPECTION OF RECORDS

16.1 The CONTRACTOR agrees to maintain and make available to the SCCOE accurate accounting and other records relative to its obligations under this Agreement. The CONTRACTOR will participate promptly and cooperatively in any audits conducted by the SCCOE or its nominee, and permit the SCCOE or a representative to perform an audit, examine and make copies from such books and records during regular business hours at a location in Santa Clara County, California or a mutually agreeable location. The CONTRACTOR shall maintain such data and records for a period of not less than five years after a final payments under this Agreement or until after final audit has been completed, whichever is later.

17. SUBCONTRACTING

The CONTRACTOR is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

18. ASSIGNMENT

It is understood, and agreed that the services to be performed by the CONTRACTOR are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the CONTRACTOR without the prior written consent of the Responsible Administrator or her designee.

19. NON DISCRIMINATION

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

20. WAIVER

20.1 Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

21. VENUE

21.1 This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Santa Clara County.

22. SECTION HEADINGS

22.1 The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

23. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

23.1 Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

24. SEVERABILITY

24.1 If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

25. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE SCCOE OFFICE:

Santa Clara County Office of Education

Division:

1290 Ridder Park Drive, MC _____

San Jose, CA 95131

Ph: _____ Fax: _____

Email: _____

NOTICE TO THE CONTRACTOR

CONTRACTOR	
CONTACT PERSON NAME	
STREET ADDRESS	
CITY	
STATE	
ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	
TAXPAYER I.D.	

26. NO THIRD PARTY BENEFICIARY

No persons other than the CONTRACTOR and SCCOE shall have any rights whatsoever under this Agreement.

27. SIGNATURES OF THE PARTIES

**CONTRACTOR
APPROVED BY:**

**SANTA CLARA COUNTY OFFICE OF
EDUCATION APPROVED BY:**

Print Name

Print Name

Print Contractor Company Name

Print Title

Title

Signature Date

Signature Date

For Contracts Office/Risk Management Use Only:	
RM#: _____	
Date: _____	Signature: _____

**APPENDIX A
SCOPE OF SERVICES**

Description of Services – The services to be performed pursuant to this Agreement include the following:

If additional space is required, please continue on the following page.

SERVICE LOCATION

Address
City, State, Zip

Project Milestones and Deliverables – CONTRACTOR shall submit invoices to SCCOE at the completion of each project milestone provided pursuant to this Agreement in accordance with the dates and times set forth in Schedule B Compensation and Schedule of Payments. Payments will be due upon completion and acceptance of the deliverables specified herein.

Project Milestones List project milestones and number them below	Date for Completion ("On or about" when date is not established)	Location ("On or about" when location is not established)

Deliverables and Acceptance Criteria

Deliverables List project deliverables and number them below	Acceptance Criteria

**APPENDIX B
COMPENSATION AND SCHEDULE OF PAYMENTS**

Total Compensation Amount

The total not to exceed amount of this Professional Services Agreement is

\$ _____.

Key Personnel Name / Job Title / Certification <small>List the name, job title, and certification, and rate for each key personnel and number them below</small>	Rate

The services performed under this agreement will be compensated in accordance with the CONTRACTOR rate schedule noted above.

Non reimbursable Expenses - Travel is not a reimbursable expense and all travel costs must be included in the total contract price.

INVOICES

INVOICES FOR LEGAL SERVICES, WORKER'S COMPENSATION, EMPLOYEE BENEFITS, AND STUDENT RELATED MATTERS ARE CONSIDERED TO BE CONFIDENTIAL IN NATURE AND SHALL BE SUBMITTED DIRECTLY TO THE SCCOE RESPONSIBLE ADMINISTRATOR FOR REVIEW AND APPROVAL.

All non-confidential invoices will be submitted directly to Accounts Payable. SCCOE generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. If reimbursement of expenses is authorized, CONTRACTOR shall submit invoices for such expenses, including full documentation of each expense incurred. The invoice shall be accompanied by a separate confidential invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final review upon completion of services or other termination of this contract.

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
<input type="checkbox"/> Other (see instructions) ►
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number			
	-		-
or			
Employer identification number			
	-		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.