



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 17, 2018

Purpose: ☐ Report Only ☐ Recognition ☒ Discussion/ Possible Action

From: Monica Lopez, Human Resource Director

Item Title: Approve renewal of York Risk Services Group as the Third Party Administrator for the District's Self Insured Worker's Compensation services.

Description:

Consent:

South San Antonio Independent School District solicited RFP # 2016-03 for a Third Party Administrator for the District's Worker's Compensation services in January 2016. York Risk Services was board approved on January 20, 2016 with the possibility to renew for two additional years, in one year increments. Contract period will be for one year, February 1, 2018 to January 31, 2019. The district is requesting to extend the contract for the one additional year.

Recommendation:

To approve the contract services with York Risk Services and payment of claims as presented.

District Goal/Strategy:

Strategy 5 We will prioritize district revenues to guide student future choices.

Funding Budget Code and Amount:

753-41-6299-00-727-X-99-000 - \$37,695
753-41-6499-00-727-X-99-000 - \$450,000

CFO Approval

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

12/18/17

Superintendent:

12-18-2017

AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES

This Agreement (the "Agreement") is effective as of the 1st day of February 2016 (the "Effective Date") between SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, ("PRINCIPAL"), a public entity, organized under the laws of the state of Texas, having offices at 5622 Ray Ellison Boulevard, San Antonio, Texas 78242, and YORK RISK SERVICES GROUP, INC., ("YORK"), a New York corporation with its principal place of business at One Pond Road, Building F, 4th Floor, Parsippany, New Jersey 07054.

WHEREAS, PRINCIPAL desires to provide Claims Administration and Managed Care Services on claims arising out of PRINCIPAL'S self-insured workers' compensation program (the "Program") during the term of this Agreement; and

WHEREAS, YORK desires to be retained by PRINCIPAL pursuant to the terms and provisions of this Agreement to provide Claims Administration Services on claims arising out of the Program during the term of this Agreement; and

WHEREAS, YORK, by entering into this Agreement, shall be obligated to provide Claims Administration Services to PRINCIPAL on the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the promises set forth hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, YORK and PRINCIPAL agree as follows:

I. DEFINITIONS

A. "PRINCIPAL" shall mean SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT.

B. "CLAIMS ADMINISTRATION SERVICES" shall include the administration, adjustment, management, and oversight of claims arising out of PRINCIPAL'S self-insured workers' compensation program.

CLAIMS ADMINISTRATION SERVICES shall also include, but not be limited to, the following services:

1. Providing supervision of the loss adjustment process;
2. Determining and implementing appropriate claims practices to adjust assigned claims in accordance with YORK'S established practices;
3. Adhering to high standards of professional conduct;

4. Adjusting and managing assigned claims to assure that PRINCIPAL and claimants receive high quality service;
5. Establishing, monitoring and timely revisions of case reserves;
6. Settling claims within the applicable coverage terms and conditions;
7. Maintaining current knowledge of applicable adjustment practices and procedures, local practices, applicable insurance coverage, court decisions, current guidelines in the claims function, and Program changes and modifications (as advised by PRINCIPAL);
8. Assisting in the preparation of claims for suit, hearing, trial, or subrogation as appropriate;
9. Acting as PRINCIPAL'S liaison with medical personnel, first notice of loss reporting services and defense counsel;
10. Performance of services are related to the managed care cost containment, including but not limited to bill review, utilization review, nurse case management, Medicare payor compliance services as agreed upon. These services shall include outcome reporting and results obtained through cost containment measures.
11. Preparing and submitting status and administrative reports in accordance with YORK'S established practices;
12. Preserving subrogation rights and overseeing subrogation recovery.

C. "CLAIMS" shall mean claims, arising under the Program and which are referred to YORK for adjusting during the term of this Agreement.

D. "INFORMATION" or "CONFIDENTIAL INFORMATION" shall mean documentation, data or information relevant to PRINCIPAL or claimant that is created by YORK or that comes into its possession as a result of the rendering of services by YORK to PRINCIPAL, pursuant to the Agreement.

E. "CONFIDENTIAL INFORMATION" is information not publicly available and includes, without limitation, the work product, investigation materials, trial preparation materials including but not limited to opinions and mental impressions of YORK personnel, communications with defense and coverage counsel and non-public personal information of insureds.

F. "LOSS ADJUSTMENT EXPENSE" shall mean, in addition to fees to be paid in accordance with items listed or inferred herein Agreement, all reasonable expenses necessary to the adjustment of a claim in accordance with this Agreement, including but not limited to, legal fees, court costs and fees for court reporters, expert witnesses, investigation, photocopies, subpoenas, photographs, maps, accounting, chemical or physical analysis, independent medical exams or other evaluations, depositions, appraisal fees and expenses, bill review, utilization review and any other

similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or subrogation actions. YORK may, but need not, elect to utilize its own staff to perform these services. Should YORK utilize its own staff for these services, it shall notify PRINCIPAL in writing of the staff to be used.

G. "SYSTEMS" shall mean severally or collectively, YORK'S proprietary claims handling system.

II. TERM OF AGREEMENT

The term of this Agreement shall commence on February 1, 2016 and shall continue until and through January 31, 2017 with the option of two (2) one-year renewal options with mutual written agreement (the "TERM"). In order to trigger a renewal period, PRINCIPAL shall notify YORK in writing of its intent to renew this Agreement in writing no later than thirty (30) days prior to the expiration of the current term. This Agreement will be deemed extended to cover each additional claim that PRINCIPAL refers to YORK after the end of the aforesaid period (subject to the extensions as aforesaid) and which YORK accepts for handling.

III. CLAIMS ADMINISTRATION SERVICES (the "Services")

PRINCIPAL hereby retains YORK to provide Claims Administration Services, as set forth in this Agreement, including any Exhibits attached hereto, for the Claims that arise out of PRINCIPAL'S self-insured workers compensation program and that are assigned by PRINCIPAL to YORK.

A. The Services to be rendered by YORK shall be in conformance with the requirements and provisions of this Agreement together with all applicable rules, orders, and interpretations issued by the applicable regulatory authorities as of the date hereof.

B. YORK acknowledges its obligation to comply with all applicable statutes and any rules or regulations of the applicable regulatory authorities and PRINCIPAL policies.

C. York shall perform Claims Administration Services for each Claim assigned to it hereunder during the life of the contract.

D. YORK acknowledges that execution of this Agreement does not guarantee that YORK will be assigned any particular number of Claims by PRINCIPAL.

IV. DUTIES OF YORK

A. YORK shall maintain sufficient staff with the necessary experience and management oversight. Adjusters assigned to Claims shall have a case load that allows proper attention to the work.

B. To the extent required by law, YORK shall utilize only licensed adjusters and licensed private investigators, where applicable and such adjusters and investigators shall in the rendering of their services conform to the provisions of all applicable laws, rules, orders or written interpretations issued by the applicable regulatory authorities.

C. YORK shall investigate, evaluate, negotiate, settle, or deny Claims within the standing authority granted to YORK from time to time by PRINCIPAL. YORK may settle Claims in excess of its standing authority limits only with prior written approval of PRINCIPAL shall, in writing, promptly grant or deny upon YORK's request for authority.

D. Upon termination of this Agreement, all hard copy and electronic files shall be transferred to PRINCIPAL at PRINCIPAL'S expense.

E. YORK acknowledges that all of the Claims files in its possession are the property of PRINCIPAL and agrees to promptly provide access to or deliver any such file to PRINCIPAL, at PRINCIPAL'S expense, at any time upon PRINCIPAL'S request. In exchange for PRINCIPAL'S absolute right to obtain the Claims files, PRINCIPAL agrees that it shall not have the right to set off any sums claimed due from YORK against fees due YORK under this Agreement.

F. YORK expressly agrees to hold all funds and assets of PRINCIPAL that come into its control or possession during the term of this Agreement as a fiduciary of PRINCIPAL.

G. YORK shall make available, through YORK'S proprietary claims system, claim-related data with "web-enabled" access. PRINCIPAL will have "view only" access to the system. PRINCIPAL will bear its own hardware, software, connection and similar costs for accessing YORK'S electronic claims management system.

H. During the TERM of this Agreement and at all times that there are open Claims being handled by YORK, YORK shall fully cooperate with PRINCIPAL.

I. During the TERM of this Agreement and thereafter until all Claims assigned hereunder are closed, YORK agrees to:

(1) Maintain in force a fidelity bond or equivalent insurance, such as Third Party Crime insurance, for the protection of PRINCIPAL, at a limit not less

than one million dollars (\$1,000,000), to cover the risk of loss due to the wrongful conversion of any funds and assets of PRINCIPAL by YORK or its employees or independent contractors during the term of this Agreement. York shall maintain said bond or insurance for a period of two (2) years after the expiration of this Agreement;

(2) Maintain in force an errors and omissions policy, at a limit not less than one million dollars (\$1,000,000) per occurrence and to maintain coverage for a period of at least two (2) years after the expiration of the last contract with PRINCIPAL, or if the errors and omissions coverage is claims-made, YORK agrees that, for said two (2) year period, the "retro" date will not be later than the inception date of this Agreement;

(3) Maintain in force a general liability policy, which names PRINCIPAL as an Additional Insured and which provides limits not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate and two million dollars (\$2,000,000) products/completed operations aggregate;

(4) Maintain in force a workers' compensation and employers liability policy, which provides coverage to employees of YORK at limits not less than one million dollars (\$1,000,000);

(5) Maintain in force an automobile liability policy, which names PRINCIPAL as an additional insured and which provides a limit of no less than one million dollars (\$1,000,000);

(6) Provide that the aforementioned policies contain a waiver of subrogation in favor of PRINCIPAL.

J. YORK shall notify PRINCIPAL'S insurer of all claims which may affect the insurer's coverage in excess of PRINCIPAL'S Self-Insured Retention layer in accordance with the instructions of PRINCIPAL'S insurer as provided to YORK pursuant to Section V. (A) of this Agreement.

K. Notwithstanding anything to the contrary contained herein, and to the extent applicable, YORK agrees to comply with all obligations imposed upon it by law.

V. DUTIES OF PRINCIPAL

A. PRINCIPAL shall promptly provide YORK with such information as YORK may require, including, but not limited to, any copy of documents describing its self-

insured workers' compensation program, and all amendments thereto including but not limited to documents submitted to any governmental tribunals for approval of the Program, as well as incident reports and information related thereto in PRINCIPAL'S possession and otherwise cooperate with YORK in carrying out YORK'S tasks hereunder.

B. Upon receipt of loss notices, PRINCIPAL shall promptly assign the loss to YORK.

C. PRINCIPAL shall promptly make funds available for Claim and Loss Adjustment expense payments with respect to claims referred to YORK and respond to YORK'S requests to issue checks in payment of Claims and such checks shall be distributed in accordance with PRINCIPAL'S Claims processing procedures. Alternatively, PRINCIPAL may direct that YORK open and maintain an escrow account to pay Claims and Loss Adjustment Expenses with Funds provided by PRINCIPAL as required for that purpose. All bank charges associated with these accounts shall be borne by PRINCIPAL. Any interest earned on funds in such accounts may be used by YORK to defray administrative expenses of the District. YORK shall detail these expenses upon request.

D. PRINCIPAL shall provide YORK with training materials, along with initial and subsequent training on PRINCIPAL'S forms and other documents affecting PRINCIPAL'S obligations which are provided to YORK and any written interpretation thereof issued by PRINCIPAL or any applicable regulatory body. During the term of this Agreement and at all times that there are open Claims being handled by YORK, PRINCIPAL shall fully cooperate with YORK.

E. PRINCIPAL covenants and agrees that PRINCIPAL, its employees, agents or independent contractors, will not misuse the information contained within the Claims files. PRINCIPAL further covenants and agrees to maintain the confidentiality of the information contained within the Claims files, as required by applicable State and Federal law and regulations.

VI. SYSTEMS AND DATA PROCESSING

A. Although YORK authorizes PRINCIPAL to use or have access to its Systems in performance of Claims Administration Services enumerated in this Agreement, this does not license YORK'S system to PRINCIPAL nor shall PRINCIPAL have intellectual property rights to the Systems, or additions YORK makes to its Systems during and/or in the course of YORK'S performance under this Agreement, whether or not such improvements or additions were made at the suggestions, request or direction of PRINCIPAL. Notwithstanding the foregoing, the data entered or maintained thereon pursuant to this Agreement is the property of PRINCIPAL.

B. This Agreement grants to the PRINCIPAL no right to possess or reproduce all or any part of the Systems used, owned or controlled by YORK performing all or any part of Claims Administration Services and PRINCIPAL covenants that it shall not do so.

C. YORK expressly agrees that claim-related data generated and/or maintained in connection with this Agreement or any Exhibit hereto shall be and remain the sole property of PRINCIPAL and YORK shall have no right, title, or interest in such data other than such rights necessary to perform Claim Administration Services.

VII. COMPENSATION

A. YORK shall be entitled to receive and PRINCIPAL shall be obligated to pay only such fees, allowances, costs, reimbursements, or other compensation as are specified as follows:

PRINCIPAL shall pay YORK the following compensation:

SERVICE	COST	COMMENTS
<i>Commissions</i>	N/A	
<i>Indemnity Claims</i>	\$1,149.00	
<i>Medical Only Claims</i>	\$160.00	
<i>Incident Only</i>	Included	
<i>Account Management Fee</i>	\$7,500.00	This is waived if the District accepts the flat fee option noted at the end of this document.
<i>Benefit Review Conference Handling</i>	Adjuster attendance	
<i>Indexing</i>	\$11.00 per submission	Allocated expense to the claim file.
<i>Special Reports</i>	Included	Standard and custom reports provided. District will have access to FOCUS to produce reports as needed and if desired
<i>In Take</i>	Included	District has on-line reporting access to iCOW.
<i>Information Technology</i>	Included	
<i>Telephonic case management</i>	\$95 per hour	
<i>Utilization review</i>	\$150	Retrospective Utilization-Review

<i>Preauthorization review</i>	\$95 – Nurse Review \$175 – Physician	Certain cases will require a physician review. All preauthorization will include a nurse review.
<i>Bill/re-pricing</i>	\$9.95 per bill	
<i>PPO Network Savings</i>	N/A	PPO is not allowed in Texas. We can provide access to a 504 Physician Panel via My Texas Direct.
<i>Pharmacy delivery: brand drug, generic drug,</i>	Pass through from Cypress Care	Paid as Pharmacy in the claim file. Formula is proprietary but can be made available upon
<i>Pharmacy delivery, generic drug</i>	Pass through from Cypress Care	Paid as Pharmacy in the claim file. Formula is proprietary but can be made available upon
<i>Pharmacy review</i>	\$175.00 per review	
<i>Peer Review</i>	\$325-\$625	Depends on specialty
<i>Field case management</i>	\$95 per hour	
<i>Center for Medicare/Medicare Section 111 Mandatory Reporting</i>	Included	
<i>Certified healthcare Network or non-Network</i>	\$11.50 per bill	We would recommend joining the 504, My Texas Direct that is only available.
<i>Certified healthcare Network or non-Network – savings</i>	N/A	The access is per bill only and is not based on any savings off of fee schedule or contracted
<i>E-billing for state filing</i>	Included	
<i>EDI services</i>	Included	
<i>Take over files charge</i>	N/A	York Risk Services Group, Inc. is the incumbent.

Workers' compensation Claims Administration Services	Flat Annual Fee
February 1, 2016 – January 31, 2017	\$37,695.00
Pricing Notes <i>Pricing for each subsequent year of a contract will be subject to a 3% cost of living increase and will be reviewed with the District prior to the anniversary date of the contract. This may be applied to both options.</i>	

B. PRINCIPAL shall pay YORK fees due under VII. A of this Agreement no later than thirty (30) days after PRINCIPAL'S receipt of YORK'S invoice as rendered from time to time. Timely payment is an express condition of YORK'S obligations hereunder.

VIII. AUDIT

A. YORK shall maintain books, records, reports and other documents, in electronic or other format reasonably acceptable to PRINCIPAL relating to its Claims Administration Services performed under this Agreement. All such records and documents pertaining to Claims and the services rendered by York shall be the property of PRINCIPAL and be open for inspection, audit and copying, at PRINCIPAL'S expense, by PRINCIPAL and its agents or their representatives during all regular business hours with reasonable prior notice to YORK. YORK shall cooperate fully with all such agents or other representatives of PRINCIPAL during audits or examinations conducted by PRINCIPAL or its agents. Auditors shall sign a nondisclosure/ confidentiality agreement provided by YORK. Audit reports will be provided to York to review and attach comments prior to be included with original submission to client.

B. The contractor agrees to the disclosure of all information and reports resulting from access to the records pursuant to the subsection above. Where the audit concerns a contractor, the auditing agency will afford YORK an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include written comments, if any, of the audited parties.

C. At any time during the Term of this Agreement, or thereafter, provided PRINCIPAL is not in default under this Agreement, PRINCIPAL may conduct, or cause to have conducted, an audit of YORK'S operations to determine whether YORK has performed its obligations hereunder in compliance with this Agreement.

D. Audits pursuant to this Section VIII shall be conducted in a manner that does not interfere with YORK'S daily operations.

IX. CONFIDENTIALITY

A. Both parties hereto acknowledge and agree that PRINCIPAL'S information, data and documentation, including but not limited to, non-public and personal information subject to the provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. Subchapter 1, Sections 6801-6809 et. Seq., personal health information under the Health Insurance Portability and Accountability Act 42 U.S.C. 1301 et. seq., and further including, without limitation, all information, data and documentation related to manuals, lists, policyholder information, operating and other systems, business practices and procedures, any information regarding insureds insurance policies, claimants, and Claims, any business, governmental or regulatory matters of PRINCIPAL, and other information furnished to or obtained by YORK, pursuant to or in connection with this Agreement or in connection with the Services to be rendered, may be confidential ("Confidential Information"). YORK shall not divulge, disclose or use the Confidential Information except for purposes of this Agreement, or as may be expressly agreed in writing by the parties, or as may otherwise be required or directed by applicable law or judicial process. This Section IX shall survive the termination of this Agreement, regardless of the reason for termination.

B. During the Term of this Agreement, and after its termination for any reason, PRINCIPAL shall have the right to request in writing and receive from YORK either: (i) the immediate return or (ii) confirmation of the immediate destruction of any tangible records, documents, e-mails, computer files, CDs, disks, and any other tangible item that contains, represents, or otherwise includes any Confidential Information of PRINCIPAL. In addition, PRINCIPAL shall have the right, during the Term of this Agreement and after its termination, to request that YORK permanently delete and destroy any Confidential Information contained in any computers, hard drives, servers or other data storage systems of YORK. YORK agrees that PRINCIPAL may seek an injunction by a court of competent jurisdiction enjoining YORK from violating any terms of this Agreement or the confidentiality and non-use provisions of this Section IX. Injunctive relief shall be in addition to any other remedies that PRINCIPAL may have under the law. Notwithstanding the foregoing, YORK may retain a record copy of Claims files and the data therein, for accounting, insurance and similar purposes. YORK shall secure said record copy against improper use or disclosure.

C. YORK acknowledges and agrees that any Confidential Information disclosed to, or acquired by it is disclosed and/or acquired solely for the purposes of facilitating the provision of the services to be rendered by YORK for and on behalf of PRINCIPAL. YORK shall be solely responsible for informing its employers, officers and

directors of the provisions of the Section and for any acts of its employees, officers or directors that violate the provisions of the Section.

D. Notwithstanding the foregoing, PRINCIPAL agrees that information used for adjusting claims is not subject to statutory or regulatory restrictions against disclosure for that purpose.

X. INDEMNIFICATION

A. YORK agrees to indemnify, defend and hold harmless PRINCIPAL and PRINCIPAL directors, officers, employees, and agents, from and against any and all causes of action, claims, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable attorney's fees and litigation expenses) incurred by PRINCIPAL or any of PRINCIPAL directors, officers, attorneys, employees and agents by reason and to the extent of any material breach of this Agreement by YORK, or by reason and to the extent of any negligent, or otherwise wrongful act or omission of YORK or of its officers, directors, attorneys, employees or agents.

B. To the extent permitted by law, PRINCIPAL agrees to indemnify, defend and hold harmless YORK and its directors, officers, employees and agents from and against any and all causes of action, claims, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable attorneys' fees and litigation expenses) incurred by YORK and its directors, officers, employees and agents, to the extent such cause of action, claim, damage, loss, cost or expense is not attributable to the negligent or otherwise wrongful act or omission of YORK. Nothing in this paragraph shall be construed by YORK or any third-party as a waiver of any legal defenses afforded to PRINCIPAL under applicable state and/or federal law.

C. The above defense, indemnification and hold harmless undertakings shall survive the termination of this Agreement.

D. PRINCIPAL acknowledges that YORK has been engaged to provide professional services and that it is not the intent of the parties that YORK assumes any insurance risk. The parties agree that the foregoing defense, indemnification and hold harmless undertakings represent a reasonable allocation of commercial risk between parties.

XI. BREACH AND TERMINATION

A. If a material breach by either party of this Agreement occurs, the non-breaching party shall identify the breach by delivery of written notice thereof to the breaching party.

B. Upon delivery of written notification of breach, the breaching party shall have a period of fifteen (15) business days or an agreed upon date made within the fifteen (15) business days within which time the breaching party shall cure the breach. Should the breaching party fail to fully cure the breach within the designated time frame, the non-breaching party may terminate this Agreement by delivery of thirty (30) days written notice of termination to the breaching party. Any notice of breach or termination shall be delivered pursuant to Section XII. A hereto.

C. This Agreement may be terminated by a party without the necessity of any notice or right to cure, upon the occurrence of any of the following events:

(1) The expiration of the Term set forth in Section II or any renewal thereof;

(2) The commencement of bankruptcy, insolvency or conservatorship proceedings by the other party, or, if such proceedings are brought against the other party, the other party's failure to have such proceedings dismissed within 45 days.

D. Either party may, without reason, terminate this Agreement with at least sixty (60) days prior written notice to the other party.

E. YORK may terminate this Agreement and discontinue Services immediately upon notice to PRINCIPAL, if PRINCIPAL fails to maintain sufficient balances in the escrow account to properly and adequately fund daily maintenance and indemnity needs, as well as settlement of Claims and any Loss Adjustment Expense. At no time shall YORK be liable or obligated to make any payments, out of YORK'S own funds, of any type or character on behalf of PRINCIPAL, including benefits PRINCIPAL is legally required to provide to its employees.

XII. EQUITABLE ADJUSTMENT

A. PRINCIPAL shall have the right to direct YORK to perform additional services or to perform services in a specific or different way.

B. This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case laws or otherwise.

C. In the event of a directive from PRINCIPAL as set forth in Section XII. A or a change in a standard as set forth in Section XII B., YORK shall be entitled to an equitable adjustment in its compensation if such directive or change increases YORK'S cost of providing the services YORK renders under this Agreement.

XIII. GENERAL

A. YORK shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or any Exhibit of this Agreement, or any interruption of Claims Administration Services resulting, directly or indirectly, from acts of God, civil or military authority, or any similar cause beyond the reasonable control of YORK for as long as such condition exists. YORK shall give immediate notice to PRINCIPAL of any delay or failure in performance or of any interruption of Claims Administration Services that has or may occur as soon as YORK becomes aware of such events.

B. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in a court of competent jurisdiction in the State of Texas. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

C. All notices which are required to be given or submitted pursuant of this Agreement shall be in writing and shall be transmitted or delivered by certified mail, return receipt requested or by a commercial overnight delivery service to the parties at the addresses set forth below, or to such other addresses as a party may, by notice, specify:

Notices to YORK shall be delivered to:

York Risk Services Group, Inc.
333 City Boulevard West, Suite 1500
Orange, CA 92868
Attention: Jody A. Moses, SR. VP

York Risk Services Group, Inc.
One Upper Pond Road, Building F, 4th Floor
Parsippany, New Jersey 07054
Attn: Michael Krawitz, General Counsel SR. VP

Notices to PRINCIPAL shall be delivered to the following:

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
5622 Ray Ellison Boulevard
San Antonio, Texas 78242

Attention: Human Resource Department

D. This Agreement and any Exhibit or Schedule made a part hereof constitute the entire Agreement between the parties and supersedes and merges any and all prior discussions, representations, negotiations, correspondence, writing, and other agreements and together states the entire understanding and agreement between PRINCIPAL and YORK with respect to Claims Administration Services to be provided hereunder. Except for unilateral changes made by the PRINCIPAL pursuant to Section XII, for which YORK shall, be entitled to an equitable adjustment in its compensation this Agreement may be amended or modified only in writing if agreed to and signed by PRINCIPAL and YORK and shall be construed, performed and enforced in all respects in accordance with the laws of the State of Texas.

E. No party hereto shall be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by either party hereto in exercising any right shall operate as a waiver of said right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.

F. The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

G. Wherever the singular of any term is used herein it shall be deemed to include the plural wherever the plural thereof may be applicable.

H. No party may assign its rights or obligations under this Agreement; provided, however, that YORK may subcontract all or part of the Services required hereunder with PRINCIPAL'S written consent, (which consent shall not be unreasonably delayed or withheld) and may at its discretion delegate to a subsidiary such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve YORK of any of its obligations hereunder.

I. It is expressly understood and agreed that the relationship of YORK to PRINCIPAL shall be that of an independent contractor at all times, and nothing herein shall constitute either the YORK or PRINCIPAL as the partner, agent, or legal representative of the other, for any purpose whatsoever, except to the extent that YORK is the agent of PRINCIPAL for the purpose of adjusting claims. YORK shall have no right or authority to bind or obligate PRINCIPAL with respect to any matter that is not specifically provided for in this Agreement without the prior approval of PRINCIPAL. All employees or agents of YORK performing duties hereunder for YOUR shall be solely and exclusively under the direction and control of YORK and shall not be deemed employees of PRINCIPAL.

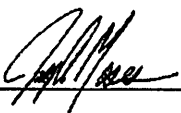
J. Nothing in this Agreement is intended to require YORK to engage in the practice of law.

K. PRINCIPAL shall not utilize YORK'S trade names, logos, trademarks, service marks or other identification in any press release, advertisement, marketing materials, promotional literature, article, presentation or other type of communication without the prior written consent of YORK, which consent may be withheld or denied in YORK'S sole discretion.

L. PRINCIPAL shall not hire any employee of YORK or induce any employee of YORK to terminate his or her employment (or encourage, and aid or abet any third party to do the same) at any time during which this Agreement or any extension or renewal thereof is in effect and for a period of twelve (12) months thereafter. PRINCIPAL agrees and acknowledges that YORK has invested time and resources in training its personnel and familiarizing them with PRINCIPAL'S account and that YORK will suffer harm, the extent of which is difficult to quantify, should PRINCIPAL directly or indirectly cause YORK'S employee to terminate their employment with YORK. Therefore, in the event that PRINCIPAL violates this provision, PRINCIPAL shall be liable to YORK for liquidated damages in a sum equal to the employee's salary for six (6) months based on the employee's salary over the two (2) months prior to the termination of that employee's employment with YORK. Notwithstanding the foregoing for purposes of this paragraph "YORK'S employee" shall mean an employee of YORK who has adjusted claims of PRINCIPAL pursuant to YORK'S work for PRINCIPAL under the Agreement.

IN WITNESS WHEREOF, the parties hereto have read and signed this Agreement as dated below and the Agreement is effective as of February 1, 2016.

YORK RISK SERVICES GROUP, INC.

BY: 
Jody A. Moses

Senior Vice President

Date: April 21, 2016

SOUTH SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT

BY: 
Printed Name: Abelardo Saavedra PhD

Printed Title: Superintendent

Date: 6-7-2016