

RENEWAL OF CONTRACT

RECITALS:

A. Effective on July 1, 2020, District and Supplier entered into a Claims Services Contract (the "Contract"), attached hereto, whereby Supplier agreed to provide claims administration services for the District's general liability, auto liability and errors and omissions insurance claims.

B. The Contract provided the District with four (4) successive twelve (12) month renewal options, each commencing July 1 and ending June 30 of subsequent years.

C. The District elected to exercise the first of four optional renewal terms for the District's fiscal year commencing July 1, 2021 and ending June 30, 2022.

D. The District elected to exercise the second of four optional renewal terms for the District's fiscal year commencing July 1, 2022 and ending June 30, 2023.

E. The District elected to exercise the third of four optional renewal terms for the District's fiscal year commencing July 1, 2023 and ending June 30, 2024.

F. The District now desires to exercise the fourth of four optional renewal terms for the District's fiscal year commencing July 1, 2024 and ending June 30, 2025.

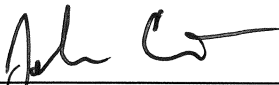
NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and in the Contract, the parties agree as follows:

1. Renewal of Term. The term of the Contract is hereby renewed and extended for the District's fiscal year commencing July 1, 2024, and ending June 30, 2025, on the same terms and conditions.

2. Miscellaneous. Except as modified herein, the terms and conditions of the Contract are hereby ratified for the ensuing renewal term. This Contract represents the entire understanding between the parties concerning its subject matter.

Executed as of the date first written above.

INDEPENDENT SCHOOL DISTRICT
NO. 1 OF TULSA COUNTY, OKLAHOMA



Stacy Woolley
John Croisat

Vice President, Board of Education

"District"

Approved as to form: RMG

5/29/24

Davies Claims Solutions L.L.C. (formerly
Alternative Service Concepts, L.L.C.)

By: 

Name: Alice Wells

Title: Senior Vice President of WC/P&C TPA

"Supplier"

ASC

Alternative Service Concepts, LLC

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of July 1, 2020 between **ALTERNATIVE SERVICE CONCEPTS, LLC**, formed in Delaware, with principal offices at 2501 McGavock Pike, Suite 802, P.O. Box 305148 Nashville, Tennessee 37214-1213, hereinafter referred to as "ASC", and **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY** with principal offices in Tulsa, OK, hereinafter referred to as "Client".

WITNESS:

WHEREAS, "ASC" is in the claims service business; and

WHEREAS, "Client" desires to contract with "ASC" as its claims service company to service the General Liability, Auto Liability and Errors and Omission claims of "Client's" arising out of their facilities located in Tulsa, OK.

NOW, THEREFORE, "ASC" and "Client" contract as follows:

"ASC" AGREES:

1. (a) To review all claims and/or losses reported during the term of this Contract which involve General Liability, Auto Liability and Errors and Omission claims against "Client".
(b) To investigate, adjust, settle or resist all such losses and/or claims only with specific prior approval of "Client".
(c) To investigate, adjust, settle or resist all such losses and/or claims as are in excess of the agreed discretionary settlement authority limit only with specific prior approval of "Client".
(d) To report excess claims to "Client's" excess carrier only if "Client" fulfills its obligations under "Client Agrees" Section, 4c.
2. To furnish all claim forms necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of "Client". Such files are available for review by "Client" at any reasonable time, with notice.
4. To maintain adequate Automobile Liability, Errors and Omissions, Fidelity Bond, General Liability, and Workers' Compensation insurance coverage.

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5. To indemnify, defend and hold harmless "Client" with respect to any claims to the extent caused by any errors, omissions, torts, intentional torts or other negligence on the part of "ASC" and/or its employees, unless the actions or inactions of "ASC" were taken at the specific direction of "Client", subject to the limits of liability section.

"CLIENT" AGREES:

1. To make funds available that "ASC" may draw from at any time and from time to time for claim and/or loss payments and for associated allocated expenses only with specific prior approval of "Client".
2. To pay "ASC" fees in accordance with the Fee Schedule attached to this Contract.
3. To pay "ASC" within thirty (30) days of the effective date of all invoices. All past due invoices are subject to an interest penalty of one and one-half percent (1 1/2%) per month.
4. (a) To pay all Allocated Loss Expenses in addition to the claim service fee to be paid to "ASC" as prescribed in this Contract.
(b) "Allocated Loss Expenses" shall include but not be limited to attorneys' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; witnesses' fees; witnesses' travel expenses; court reporters' fees; transcript fees; the cost of obtaining public records; commercial photographers' fees; automobile appraisal or property appraisal fees; all outside expense items; extraordinary travel expenses incurred by "ASC" at the request of "Client"; and any other similar fees, cost or expenses associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of "Client".
(c) To provide "ASC" with complete copies of all excess policies which apply to the claims reported during the Contract period.
5. To relinquish authority to "ASC" in all matters relating to claims service only with specific prior approval of "Client".
6. (a) In the event, "ASC", acting at the specific direction of "Client", becomes liable to any third party, "Client", to the extent permitted by Oklahoma Law, agrees to indemnify, defend and hold "ASC" and/or its employees harmless, including payment of attorneys' fees.

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- (b) If "ASC" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts or other negligence on the part of "ASC", "Client" will assume the defense of the action on behalf of "ASC" and/or its employees and to the extent permitted by Oklahoma Law, indemnify and hold "ASC" and/or its employees harmless from any judgment rendered as a result of such action, including payment of attorneys' fees.

"ASC" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:

1. To the fullest extent allowed by law, any liability of "ASC" for any claims (including negligence), losses, costs, and damages resulting from this engagement shall be limited to two times the annual fees paid, not to exceed \$1,000,000. In no event shall "ASC" be liable, whether such claim arises out of breach of contract, breach of duty or otherwise, for consequential, special, indirect, incidental, punitive, or exemplary damages, loss of profits, or expense. "Client" and "ASC" agree that this paragraph shall apply in instances where "ASC" is alleged to be negligent. None of the above limitations shall limit the liability of "ASC" for willful misconduct, fraud, or other liabilities which cannot be lawfully limited or excluded.

No claim or cause of action, regardless of form (i.e. Tort, Contract, Statutory or otherwise), arising out of, relating to or in any way connected with this agreement may be brought by "Client" any later than two years after contract termination.

2. The term of this Contract is continuous from its effective date for one (1) year. There will be four (4) additional option years available per the request of "Client" at a mutually agreed upon rate. This Contract may be terminated by either "ASC" or "Client" with cause by providing sixty (60) days' prior written notice by certified mail.

In the event that this Contract terminates or expires for any reason "Client" shall have the option:

- (i) to have "ASC" handle open files which have been reported for an additional fee based on our prevailing annual rate per file, or
- (ii) to have "ASC" return the files to the client with carrier approval.

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3. This Contract covers Claim Service for "Client" in the United States of America.
4. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
5. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect as if said invalid and unenforceable portion had not been included in this Contract.
6. This Contract shall be construed and interpreted in accordance with the laws of the state of Oklahoma, placing venue in the state and federal courts situated in Tulsa, Oklahoma.
7. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of "ASC" and "Client".
8. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "ASC" or "Client" or operate to deprive either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
9. To not employ a person who has been employed by the other party at any time during the term of this Contract, unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of this Contract for a period of one (1) year.
10. During the term of this Contract, "ASC" will store closed files for a period of three (3) years from the date of closure, the date of the last payment of benefits, or the retention requirements of "Client's" carrier. The storage cost is included in the administrative fees. After the three (3) year period, files will either be returned to "Client" or destroyed if permitted by Statute.

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11. "ASC" will negotiate best pricing alternatives for ancillary services with their vendor service providers on behalf of "Client" in order to obtain the most favorable terms, based on volume discounts. Retail versus wholesale rates may be utilized to cover administrative costs.
12. (a) "Client" is responsible for reporting to the Centers for Medicare and Medicaid Services (CMS) qualified bodily injury claims involving Medicare eligible individuals. This is pursuant to the Medicare, Medicaid and SCHIP Extension Act of 2007.
- (b) "Client" desires for "ASC" to act as "Client's" Reporting Agent (either via third-party contract or independently) and report qualified claims on behalf of "Client" to CMS under the "Client's" RRE ID 38532. "ASC" will act as "Client's" Reporting Agent as long as the client fulfills its obligations under section 12(c) and 12(d) below. During any time the "Client's" obligations are not met, "ASC" is unable to act as the "Client's" Reporting Agent and will not be held liable for any penalties as a result of the inability to report. If not identified as of contract date, an amendment will be created once the "Client" provides this information.
- (c) "Client" will register with CMS for "ASC" or its Reporting Agent to be the "Client's" CMS Account Manager. As the Account Manager, "ASC" (or its Reporting Agent) will be responsible for responding to CMS regarding file errors. If "Client" designates another entity as its Account Manager, neither "ASC" nor its Reporting Agent will be responsible for any penalties or fines as a result of the "Client's" Account Manager not sending file errors or other notices timely to "ASC". As of the date of this contract, the "Client" has registered with CMS for their Account Manager to be Ann Massey. If not identified as of contract date, an amendment will be created once the "Client" provides this information.

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- (d) "Client" is responsible for promptly notifying "ASC" of any changes to their RRE ID or Account Manager. "Client" is also responsible for maintaining and annual renewal of its RRE ID status and Authorized Representative information with CMS.

IN WITNESS WHEREOF, "ASC" and "Client" have caused this Contract to be executed by the person authorized to act in their respective names.

ALTERNATIVE SERVICE CONCEPTS, LLC

WITNESS: DocuSigned by:
Beth Seling
2A78DF6A4E5945A

BY: DocuSigned by:
Pamela Finch
C815A37D3B494EC

TITLE: Chief Operations Officer

DATE: 8/5/2020

INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY

WITNESS: _____

BY: DocuSigned by:
[Signature]
69A42B9684CF4D5...

TITLE: Board President

DATE: 8/24/2020

Approved as to Form: RMG

ASC

Alternative Service Concepts, LLC

**Alternative Service Concepts, LLC.
 Independent School District No. 1 of Tulsa County
 Life of Partnership Claims Handling
 07/01/2020 – 06/30/2021**

Service	Number Of Claimants	Per-Claimant Fee	Total Fee
Auto Liability Physical Damage	36	\$465	\$16,740
Auto Liability Bodily Injury	16	\$585	\$ 9,360
General Liability Physical Damage	6	\$465	\$ 2,790
General Liability Bodily Injury	6	\$585	\$ 3,510
Employment Practices	1	\$735	\$ 735
Errors & Omissions	3	\$735	\$ 2,205
Incident Reports ¹	TBD	\$25 Per Report	—
Minimum Claims Fee			\$35,340
Account Administration Fee	Annual	15% of Claims Fee – Minimum of \$2,500	\$ 5,301
Systems and Data Processing	Annual		\$2,750
Banking	Annual		\$ 2,500
MMSEA	Annual		\$ 2,100
(Transmission Fee query & On-Line Access (Two Users)	Annual		
Additional System Users	Annual		\$30/User/Month
Custom Programming			At Cost
Total Minimum Fee			\$47,991

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Alternative Service Concepts, LLC

**Alternative Service Concepts, LLC.
 Independent School District No. 1 of Tulsa County
 Life of Partnership Claims Handling
 07/01/2021 – 06/30/2022**

Service	Number Of Claimants	Per-Claimant Fee	Total Fee
Auto Liability Physical Damage	36	\$479	\$17,244
Auto Liability Bodily Injury	16	\$603	\$ 9,648
General Liability Physical Damage	6	\$479	\$ 2,874
General Liability Bodily Injury	6	\$603	\$ 3,618
Employment Practices	1	\$757	\$ 757
Errors & Omissions	3	\$757	\$ 2,271
Incident Reports ¹	TBD	\$25 Per Report	—
Minimum Claims Fee			\$36,412
Account Administration Fee	Annual	15% of Claims Fee – Minimum of \$2,500	\$ 5,462
Systems and Data Processing	Annual		\$ 2,750
Banking	Annual		\$ 2,500
MMSEA	Annual		\$ 2,100
(Transmission Fee query & submissions)			
On-Line Access (Two Users)	Annual		
Additional System Users	Annual		\$30/User/Month
Custom Programming			At Cost
Total Minimum Fee			\$49,224

¹Recorded in claims system only. Must be specified as "Incident" at time of reporting.

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Alternative Service Concepts, LLC

**Alternative Service Concepts, LLC.
 Independent School District No. 1 of Tulsa County
 Life of Partnership Claims Handling
 07/01/2022 – 06/30/2023**

Service	Number Of Claimants	Per-Claimant Fee	Total Fee
Auto Liability Physical Damage	36	\$493	\$17,748
Auto Liability Bodily Injury	16	\$621	\$ 9,936
General Liability Physical Damage	6	\$493	\$ 2,958
General Liability Bodily Injury	6	\$621	\$ 3,726
Employment Practices	1	\$780	\$ 780
Errors & Omissions	3	\$780	\$ 2,340
Incident Reports ²	TBD	\$25 Per Report	—
Minimum Claims Fee			\$37,488
Account Administration Fee	Annual	15% of Claims Fee – Minimum of \$2,500	\$ 5,623
Systems and Data Processing	Annual		\$ 2,750
Banking	Annual		\$ 2,500
MMSEA	Annual		\$ 2,100
(Transmission Fee query & submissions)			
On-Line Access (Two Users)	Annual		
Additional System Users	Annual		\$30/User/Month
Custom Programming			At Cost
Total Minimum Fee			\$50,461

²Recorded in claims system only. Must be specified as "Incident" at time of reporting.

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Alternative Service Concepts, LLC.
Independent School District No. 1 of Tulsa County
Life of Partnership Claims Handling
07/01/2023 – 06/30/2024

Service	Number Of Claimants	Per-Claimant Fee	Total Fee
Auto Liability Physical Damage	36	\$508	\$18,288
Auto Liability Bodily Injury	16	640	\$10,240
General Liability Physical Damage	6	\$508	\$ 3,048
General Liability Bodily Injury	6	\$640	\$ 3,840
Employment Practices	1	\$803	\$ 803
Errors & Omissions	3	\$803	\$ 2,409
Incident Reports ³	TBD	\$25 Per Report	—
Minimum Claims Fee			\$38,628
Account Administration Fee	Annual	15% of Claims Fee – Minimum of \$2,500	\$ 5,794
Systems and Data Processing	Annual		\$ 2,750
Banking	Annual		\$ 2,500
MMSEA	Annual		\$ 2,100
(Transmission Fee query & submissions)			
On-Line Access (Two Users)	Annual		
Additional System Users	Annual		\$30/User/Month
Custom Programming			At Cost
Total Minimum Fee			\$51,772

³Recorded in claims system only. Must be specified as "Incident" at time of reporting.

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Alternative Service Concepts, LLC

**Alternative Service Concepts, LLC.
Independent School District No. 1 of Tulsa County
Life of Partnership Claims Handling
07/01/2024– 06/30/2025**

Service	Number Of Claimants	Per-Claimant Fee	Total Fee
Auto Liability Physical Damage	36	\$523	\$18,828
Auto Liability Bodily Injury	16	\$659	\$10,544
General Liability Physical Damage	6	\$523	\$ 3,138
General Liability Bodily Injury	6	\$659	\$ 3,954
Employment Practices	1	\$827	\$ 827
Errors & Omissions	3	\$827	\$ 2,481
Incident Reports ⁴	TBD	\$25 Per Report	—
Minimum Claims Fee			\$39,772
Account Administration Fee	Annual	15% of Claims Fee – Minimum of \$2,500	\$ 5,966
Systems and Data Processing	Annual		\$ 2,750
Banking	Annual		\$ 2,500
MMSEA	Annual		\$ 2,100
(Transmission Fee query & submissions)			
On-Line Access (Two Users)	Annual		
Additional System Users	Annual		\$30/User/Month
Custom Programming			At Cost
Total Minimum Fee			\$53,088

*Claims will be handled for **the life of the partnership** with no additional per-claim fees. Fees are based on claims volume provided. Any claims that exceed the claim count stated above will be invoiced at the quoted per-claim rate. At the conclusion of the contract, "ASC" will continue to handle open claims for an annual per-claimant fee at "ASC's" prevailing rates. Alternatively, claims will be returned to the client.*

The account administration fee includes:

- Account Setup
- New Claim Setup

⁴Recorded in claims system only. Must be specified as "Incident" at time of reporting.

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- Client Meetings
- Excess Reporting
- State Reporting
- Claim File Storage
- MMSEA Reporting

At contract conclusion, the following options are available for continued handling of open claims:

- Negotiated annual fee per claim
- Claims returned to client

Additional Services and Fees

Client Data Transmission \$295 Per Release
Carrier Data Transmission \$400 Per Release
Client Claims Data Transmission/Release \$2,500 Per Release

Invoicing and Payment Terms

Fees will be invoiced quarterly in arrears. Fees are payable upon receipt of the invoice.

Subrogation Pursuit and Recovery.....15% of Recovery

Banking

ASC managed claims payment account annual support fee per fee schedule

Allocated Loss Adjustment Expense List

As used herein, the term "Allocated Loss Adjustment Expenses" shall include but not be limited to the costs associated with the following:

- (a) Court costs and fees for service of process;
- (b) Attorneys and hearing representatives;
- (c) Independent medical exams and medical records/reports;
- (d) Medical case management services including, but not limited to, medical network providers, rehabilitation counselors, medical management providers, bill re-pricing activities and other related services;
- (e) All outside activities where personal contact, investigation or litigation involvement is necessary;
- (f) Investigation services including background activity checks, surveillance and other similar such services;
- (g) Fraud detection, investigation and related services ("SIU");
- (h) Outside experts and subcontractors;
- (i) Transcripts and public records;
- (j) Depositions, court reporters, video statements, private investigators;

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- (k) Attendance at alternative dispute resolution forums including arbitrations, mediations, hearings or similar such activities or attendance at depositions;
- (l) Expenses chargeable to the defense of a specific claim;
- (m) Protection and pursuit of all third party/recovery rights including second injury recovery claims, indemnification and contribution claims, and subrogation actions;
- (n) Index system filing services;
- (o) Medical records;
- (p) Accident reconstruction;
- (q) Architects, contractors, engineers, chemists;
- (r) Police, fire, coroner, weather or other such reports;
- (s) Property damage appraisals;
- (t) Extraordinary costs for witness statements;
- (u) Pre and post judgment interest paid;
- (v) Other extraordinary expenses including, but not limited to, photocopying, statement transcriptions, photographs, travel, express mail, public records and similar expenses as may be incurred by CONTRACTOR in fulfilling its obligations; and
- (w) Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement of defense of a claim.

ALTERNATIVE SERVICE CONCEPTS, LLC

WITNESS: DocuSigned by: Beth Selig 2A78CF34E6A5A BY: DocuSigned by: Pamela Funch CS15A77070B1EC

TITLE: Chief Operations Officer

DATE: 8/5/2020

INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY

WITNESS: _____ BY: DocuSigned by: 69A42B9684CF4D5

TITLE: Board President

DATE: 8/24/2020

Approved as to Form: RMG