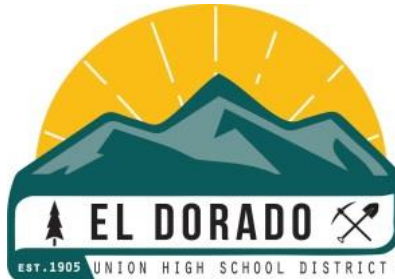


El Dorado Union High School District Request for Proposal (RFP)

Proposal Reference (PR) Number 2019-07-24

Consultant/Broker Services for Employee Benefits



Contact: Tony DeVille
Assistant Superintendent, Human Resources
4675 Missouri Flat Road
Placerville, CA 95667
tdeville@eduhsd.net
www.eduhsd.net
(530) 622-5081, Ext. 7214

RFP Issue Date: Wednesday - August 28, 2019

RFP Submission Deadline: 4:00 p.m. Friday, September 13, 2019

RFP Opening: Monday - September 16, 2019

Request for Proposal (RFP)

Proposal Reference (PR) Number 2019-07-24

Consultant/Broker Services for Employee Benefits

Notice: Six (6) hard copies of the proposal shall be submitted in a sealed envelope in a sealed envelope bearing on the outside "**Employee Benefits RFP 2019-07-24**" and mailed to:

El Dorado Union High School District
Attn: Human Resources
4675 Missouri Flat Rd. Placerville, CA 95667

Proposal Due Date: 4:00 p.m. Friday, September 13, 2019

**REQUEST FOR PROPOSAL
CONSULTANT/BROKER SERVICES FOR EMPLOYEE BENEFITS FOR
EL DORADO UNION HIGH SCHOOL DISTRICT**

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit offers for insurance broker and consulting services related to marketing and administration of the employee benefit programs for the El Dorado Union High School District, hereinafter referred to as "District" or "EDUHSD." The District seeks consulting services to enable EDUHSD to provide, on a cost-effective basis, quality health insurance products to employees and retirees. EDUHSD seeks a Consultant that is well versed in the employee benefits market, experienced in advising comparable public agencies, and that works well with various levels of labor, staff and management.

B. PROPOSAL SUBMISSION AND OPENING

Proposals must be received by **September 13, 2019**. Proposals shall be submitted to the Business Department of El Dorado Union High School District located at 4675 Missouri Flat Rd., El Dorado, CA, Building A. Any proposal received after this date and time, may, at the sole discretion of the District be returned without consideration. It is the practice of the District not to consider late offers unless it is determined that a selection cannot be made from the proposals received on time.

Proposals may be mailed or delivered in person during normal business hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday. All proposals must be signed and become the property of the District. Proposals shall be submitted in the format specified by the El Dorado Union High School District.

C. DISTRICT CONTACT PERSONS

Questions relating to the Terms, Conditions and Instructions of the RFP may be directed to Tony DeVille, Assistant Superintendent of Human Resources at (530) 622-5081 x7214.

D. DISPOSITION OF PROPOSALS

All material submitted in response to this RFP becomes the property of the District and will become public records after the award of contract, except for information identified by the Proposer as being proprietary and which is eligible for non-disclosure under the California Public Records Act.

E. STANDARD AGREEMENT

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement presented in Exhibit A of the RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditioned set forth in this RFP, including those added by

addendum, and to reflect the Proposer's offer of the outcome of contract negotiations, if any, conducted with Proposer. Exceptions and requested additions to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.

At the District's discretion, the content of this RFP may be incorporated into the final contract.

F. ORAL COMMUNICATIONS

Any oral communications by the District's Contact Person or their Consultant concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the District or the Proposer.

G. AMENDMENTS TO RFP

If it is necessary to make material changes to the RFP, the District or their Consultant will email written RFP addenda to all recipients of record of the original RFP.

H. IMMATERIAL DEFECT IN PROPOSAL

The District may waive any immaterial deviation or defect in the proposal. The District's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

I. AUTHORIZATION TO DO BUSINESS

Proposer must be authorized to do business in California. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with the Proposal a copy of a current business license issued in California. If the Proposer is a corporation, it must be approved the California Secretary of State. The proposer should furnish the corporate number issued by the Secretary of State with the Proposal.

J. PROPOSER'S COST

The cost of developing a proposal is the Proposer's responsibility and is not chargeable to the District. The District further reserves the right to reject any and all proposals. Proposer acknowledges the District's right to reject any and all proposals.

K. SUBCONTRACTORS

If a subcontractor will be used by the Proposer to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

L. WITHDRAWAL

The Proposer may withdraw a proposal at any time prior to the opening by submitting a request in writing.

1. Proposal irrevocable for 90 days. A proposal is an irrevocable offer valid at the date scheduled for the proposal opening and for 90 days thereafter. The Proposer is responsible for the accuracy of the proposal submitted and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

M. NUMBER OF COPIES AND MAILING OF THE PROPOSAL

Six (6) copies of the proposal shall be submitted in a sealed envelope. One of the copies shall be unbound and marked "Master" and shall contain original signatures in all locations requiring a signature. The envelope containing the proposal will clearly identify the Proposer in the return address location. The sealed envelope will be addressed as follows:

**El Dorado Union High School District
Attn: Human Resources RFP# 2019-07-24
4675 Missouri Flat Rd.
Placerville, CA 95667**

II. GENERAL BACKGROUND

The El Dorado Union High School District currently offers employees a variety of Health Plans through CalPERS and California's Valued Trust (CVT). The available choice of various Blue Cross, Blue Shield, Kaiser, United HealthCare and Western Health Advantage Plans depends upon the classification of the employee. The District offers a dental plan, administered by Delta Dental; and a vision plan administered by Vision Service Plan through CVT.

Our Certificated Staff, Superintendent and Trustees receive all of their Health, Dental and Vision Plan choices through CVT. They have a variety of PPO plans from Anthem Blue Cross and HMO plans from Kaiser Permanente available to choose from. They only have a single plan for Dental and Vision coverage available.

Our Management, Supervisory and Confidential staff receive their Health Plan choices from CalPERS and Dental & Vision from CVT. They have a variety of PPO plans from Anthem Blue Cross and HMO plans from Blue Cross, Blue Shield, Kaiser Permanente, United HealthCare and Western Health Advantage available to choose from. They only have a single plan for Dental and Vision coverage available through CVT.

Our Classified staff receive their Health Plan choices from CalPERS and Dental & Vision from CVT. They have a variety of PPO plans from Anthem Blue Cross and HMO plans from Blue Cross, Blue Shield, Kaiser Permanente, United HealthCare and Western Health Advantage available to choose from. They have two plans for Dental and a single plan for Vision coverage available through CVT.

Employee Life Insurance and Accidental Death and Dismemberment coverage is offered through American Fidelity Assurance Company.

In addition, retiree benefits are available to the District based on age and length of service. A full description of the District's benefit plans and Evidence of Coverage documents are contained on-line at the District's web site: <http://www.eduhsd.net> under Departments, Business Services, Health Plans.

In addition, retiree benefits are available to the District based on age and length of service. A full description of the District's benefit plans and Evidence of Coverage documents are contained online at the District's web site: <http://www.eduhsd.net> under Departments, Business Services, Health Plans.

El Dorado Union High School District is seeking proposals from qualified Consultants to provide consulting services to enable the Health Benefit Committee (HBC) to:

- Seek to lower the cost (or improve the value) of the premiums spent;
- Improve the stability of the Plans;
- Proactively analyze the existing coverage and develop cost savings recommendations and projection of potential savings;
- Assure that the plan designs offered by EDUHSD are administratively feasible;
- Assistance in pricing the self-funded plans; and
- Advise, Assist and Guide Implementation of Affordable Care Act

Health Insurance

CLASSIFIED HEALTH PLANS (CaIPERS)	ENROLLMENT REGULAR	TOTAL EE & ER PREMIUMS
Blue Cross Select HMO	3	\$ 3,784.56
Kaiser Permanente	51	\$ 44,168.95
Blue Cross PPO (Multiple Plans)	56	\$ 47,918.85
Western Health Advantage	5	\$ 5,991.45
TOTAL	115	\$ 101,863.81

CLASSIFIED RETIREES HEALTH PLANS (CaIPERS)	ENROLLMENT RETIREES	TOTAL RETIREES PREMIUMS
Blue Cross Traditional HMO	1	\$ 1,178.79
Kaiser Permanente Senior Advantage	13	\$ 7,365.64
Blue Cross PPO (Multiple Plans)	7	\$ 7,409.67
TOTAL	20	\$ 15,954.10

MANAGEMENT HEALTH PLANS (CaIPERS)	ENROLLMENT REGULAR	TOTAL EE & ER PREMIUMS
Kaiser Permanente	14	\$ 18,575.71
Blue Cross PPO (Multiple Plans)	4	\$ 5,520.03
Western Health Advantage	1	\$ 696.68
TOTAL	19	\$ 24,792.42

MANAGEMENT RETIREES HEALTH PLANS (CaIPERS)	ENROLLMENT REGULAR	TOTAL RETIREES PREMIUMS
Blue Cross Select HMO	1	\$ 357.44
Kaiser Permanente	5	\$ 4,087.43
Blue Cross PPO (Multiple Plans)	3	\$ 2,669.47
TOTAL	9	\$ 7,114.34

CERTIFICATED HEALTH PLANS (CVT)	ENROLLMENT REGULAR	TOTAL EE & ER PREMIUMS
Anthem Blue Cross PPO (Multiple Plans)	214	\$ 281,305.00
Anthem Blue Cross High Deductible	8	\$ 9,452.00
Kaiser Permanente (Multiple Plans)	82	\$ 111,590.00
TOTAL	304	\$ 402,347.00
CLASSIFIED DENTAL & VISION PLANS (CVT)	ENROLLMENT REGULAR	TOTAL EE & ER PREMIUMS
Delta Dental	228	\$ 22,394.92
VSP	225	\$ 5,215.50
TOTAL	228	\$ 27,610.42
CLASSIFIED RETIREES DENTAL & VISION PLANS (CVT)	ENROLLMENT RETIREES	TOTAL RETIREES PREMIUMS
Delta Dental	11	\$ 1,494.24
VSP	11	\$ 356.62
TOTAL	11	\$ 1,850.86
MANAGEMENT DENTAL & VISION PLANS (CVT)	ENROLLMENT REGULAR	TOTAL EE & ER PREMIUMS
Delta Dental	62	\$ 6,172.12
VSP	63	\$ 1,072.80
TOTAL	63	\$ 7,244.92
TRUSTEES HEALTH PLANS (CVT)	ENROLLMENT REGULAR	TOTAL EE & ER PREMIUMS
Blue Cross PPO	4	\$ 7,764.00
Kaiser Permanente	1	\$ 1,959.00
Delta Dental	5	\$ 576.80
VSP	5	\$ 115.90
TOTAL	5	\$ 10,415.70
CERTIFICATED DENTAL & VISION PLANS (CVT)	ENROLLMENT REGULAR	TOTAL EE & ER PREMIUMS
Delta Dental	308	\$ 28,590.29
VSP	306	\$ 5,142.04
TOTAL	308	\$ 33,732.33

III GENERAL SCOPE OF THE PROJECT

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
Contractor shall perform health benefits consulting services on behalf of the District in the following service areas as outlined:	
<u>A. RFP DEVELOPMENT, EVALUATION, NEGOTIATIONS</u>	
NOTE: The Contractor shall issue the RFP and complete the RFP process with District's assistance.	
Contractor will be responsible for the development of appropriate Requests for Proposal (RFP) and in the associated evaluation and negotiations services for Health and Welfare contracts for medical, dental, and vision benefits and pharmacy benefits management services, basic & optional life insurance, and employee assistance program administrators. This includes, but is not limited to, the following tasks:	
Task A1 - Acquisition Planning	
a) Perform research and meet with the District to:	Prepare Acquisition Schedule for the RFP process.
1) Propose specifications;	
2) Discuss and propose an RFP acquisition schedule, roles, responsibilities and control procedures; and develop list of potential plan providers;	Prepare and submit list of potential plan providers.
3) Propose a quality control plan to ensure adherence to RFP acquisition schedule.	Prepare Quality Control Plan.
c) Meet with the District to develop a high-level outline of the benefit plan design, including options, and funding arrangements.	Draft Benefit Plan Design outline.
d) Contractor shall be responsible for the retention of all Contractor's procurement files. In the event of an audit, Contractor shall cooperate and make all files available.	
Task A2 - RFP Development	
a) Propose Statement of Work and define Key Requirements	
b) Propose the Evaluation Criteria to be used for Vendor selection to include, but not limited to:	
1) Cost competitiveness;	
2) Quality and scope of provider network;	

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
3) Ability to provide the requested benefit plan design.	
c) Propose the RFP timeline.	
d) Propose a list of potential Vendors who will receive the notice of the release of the RFP.	
e) Assist in the drafting and finalizing of RFP documents that shall include:	Prepare RFP documents.
1) Proposal letter and instructions to Vendors, including assumptions and submittal requirements;	
2) RFP terms and conditions;	
3) Statement of Work;	
4) Evaluation criteria;	
5) Basis of contract award;	
6) Current Benefit Plan Design; and	
7) RFP Timeline.	
f) Assist in the conducting of Pre-Proposal interviews with plan providers (as required)	Be represented in Pre-Proposal interviews with plan providers as required.
Task A3 - Final Approval and Distribution	
a) Submit the draft RFP's to the District.	Submit the RFP documents.
b) After District approval, Contractor is responsible for advertising and notifying prospective proposers of the release of the RFP's to potential plan providers.	
Task A4 - Proposal Coordination and Review	
a) Offer written responses to Vendor questions and submit to District for approval.	
b) Prepare Addendum for all questions and subsequent District-approved responses (as required).	Prepare Addendum(s) in responses to Vendor questions (as required).
c) Maintain control and confidentiality of the proposals received by Contractor.	
d) Review and analyze proposals for responsiveness.	Review and analyze proposals and provide a written analysis.
e) Assist in the development of evaluation packages for the District.	
f) Lead the evaluation meetings.	
g) Assist the District with determination of finalists by preparing an economic analysis of proposals to determine the competitive range, if requested.	Assist in finalist selection. Prepare proposal analysis report.
h) Participate in interviews of Vendors to clarify any questions with their proposals.	

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
i) Perform due diligence and responsibility check for finalists.	Perform Dun & Bradstreet, Lexis/Nexis, and/or industry-specific rating services checks.
Task A5 - Finalists Presentations and Selection (if required)	
a) Meet with the District to present proposal analysis report.	
b) Coordinate and schedule finalist presentations with the District, if requested.	Coordinate finalist presentations.
Task A6 – Final Negotiations	
a) Develop and document negotiations strategy, to include price, terms and conditions.	
b) Prepare draft and final pre-negotiation memorandum.	Prepare draft and final Pre-Negotiation Memorandum.
c) Participate in negotiations with the District.	Conduct negotiations.
d) Prepare final negotiations report.	Prepare Negotiations Report.
Task A7 – Contract Development	
a) Assist in the preparation of contract documents for approval. (All negotiated Issues shall be incorporated in draft and final reports.)	Prepare contract documents.
b) Assist the District with contract review and transition planning.	Contract review and transition planning (as required).
c) Finalize approved contracts and coordinate execution.	Coordinate execution and distribution of contract documents.
<u>B. ANNUAL CONTRACT RENEWALS/ RATE NEGOTIATIONS</u>	
As determined by the District’s benefit plan design, existing contracts and future market trends, Contractor shall perform annual contract renewals and rate negotiation services including, but not limited to, the following tasks:	
Task B1 - Prepare Annual Health Benefit Budget Report	
Prepare a report on the total expected costs of the plans for both the fiscal and calendar years, including 3 and 5-year multi-year projections.	Preparation of fiscal year budget report. Preparation of calendar year budget report. Preparation of 3 and 5-year budget projections.

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
Task B2 - Request/Evaluate/Negotiate Renewals	
a) Request proposed renewal rates from current plan Vendors.	
b) Evaluate proposed renewal rates and prepare report for District review.	
c) Develop and document negotiations strategy, to include the District objectives and pre-negotiations position.	
d) Prepare draft and final pre-negotiation memorandum.	Prepare draft and final Pre-Negotiation Memorandum.
e) Conduct negotiations on behalf of the District to achieve finalized rates.	Conduct negotiations.
f) Prepare Negotiations Report.	Prepare Negotiations Report.
Task B3 - Report Finalized Rate and Budget Impact	
Provide data for report to the Board of Trustees on the budget impact of the new finalized rates.	Develop and prepare data for report to the Board of Trustees.
<u>C. ONGOING CONSULTING SERVICES</u>	
The Contractor shall provide ongoing consulting services to include, but are not limited to:	
Task C1 – Consulting	
a) Maintain the capability and capacity with which to respond to District questions upon short notice as follows:	
1) Same day response via telephone; and	
2) Written response (if required) within 24 hours.	
b) Attend meetings of the Health Benefit Committee and other meetings as needed.	
c) Assist and educate the District with the Affordable Care Act and advise in implementation to ensure compliance.	
Task C2 – HBC Meetings	
a) Attend HBC meetings.	
b) Assist the HBC in setting the agenda of the meetings and provide/distribute relevant materials.	
c) Develop updates to the HBC as needed with news and information about benefits issues in regards to trends, legal and legislative changes, regional health care providers, or other relevant content.	
Task C3 - Program Cost Reporting	

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
a) Prepare budget reports and plan experience summaries for fiscal and calendar years, as well as multi-year projections based on estimates from current trend data and plan designs.	Provide budget reports & plan experience summaries. Provide 3-year budget projections.
b) Revise cost estimates based on emerging cost trends or changing enrollment estimates. These estimates shall be compared with approved budgets and the District and shall be provided with recommendations in respect to potential corrective measures necessary for balancing the budget, if necessary.	
Task C4 - Monitoring Provider Performance	
a) Provide reviews of plan administrators and information regarding Vendor issues and provide solutions. Assure compliance with contract performance guarantees. Other related activities include, but are not limited to:	Provide reports reviewing plan administrators' contract compliance.
1.) Develop annual reports and summary reviews for each of the Vendors based on the needs of the District.	Develop and prepare annual reports and summary reviews for each provider.
2.) Develop and implement annual Quality of Care benchmarks for quarterly report cards for all benefit plans.	Prepare quarterly reports on Quality of Care assessments.
3.) Analyze financial experience with respect to risk sharing cost targets.	Prepare analysis and written report re: financial experience.
4.) Incurred but Not Reported (IBNR) reports for self-insured plans	
Task C5 – Communication	
a) Communicate effectively and cooperatively with both the District and the HBC. Engender cooperation and build consensus between both parties.	
b) Advise the District to ensure that the District is in compliance with regards to communicating all Benefits related information to employees and retirees throughout the year and during the annual benefits open enrollment.	
c) Assist the District in developing communication material throughout the plan year to include, but not limited to Quarterly newsletters, special communication pieces, plan booklets etc....	

IV. ALL PROPOSALS SHALL INCLUDE THE FOLLOWING:

A. Qualifications, Related Experience and References

- This section should establish the ability of the Proposer to satisfactorily perform the required work by reasons of demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references.
- Furnish background information about your firm, including date of founding, legal form (corporation, partnership etc), number and location of offices, principal line of business, number of employee's days/hours of operation and any other pertinent data.
- Describe your firm's most noteworthy qualifications for providing the required services to the District. Specifically highlight those qualifications that distinguish your firm from your competitors.
- Proposer shall list in the proposal at least four (4) references where the Proposer has provided similar services to districts the size of EDUHSD and who can independently evaluate the Proposers expertise in this area.
- Proposer shall provide at least three (3) clients that have terminated your services in the last three years and the reason for the termination. Please provide references similar to the size as EDUHSD. If none, please indicate.
- Furnish as an appendix, financial information that accurately describes the financial stability of your firm.
- Within the past five (5) years, have there been any significant developments in your organization, such as changes in ownership, personnel etc.? If yes, please describe.
- What other business lines does your firm handle?
- Is any litigation pending against your firm?

B. Proposed Staffing and Project Organization

- Overview: This section should discuss the staff of the proposing firm who would be assigned to work on the District's project.
- Identify the key personnel from your firm that would be assigned to the District's project. Include a brief description of their qualification, professional certification, job functions and office location(s). Designate a Project Manager who would provide day-to-day direction of the required work and become the District's primary contact person. Furnish brief resumes for all key personnel and provide a simple organization chart for the EDUHSD account.

C. Work Plan/Technical Approach

- Overview: This section should establish the Proposer's understanding of the District's objectives and requirements, demonstrates the Proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work.
- Describe how your firm would accomplish the work and satisfy the District's objectives described in this RFP.

D. Service Fees

- Overview: This section should disclose all charges to be assessed to the District for the Scope of Work and declare the Proposer's preference for payment method and billing.

- The District will consider a multi-year initial agreement up to three years, with two possible one-year extensions. Quote a total fixed flat annual fee for completing all requirements outlined in the Scope of Work. Also indicate your annual pricing if the District opts for a one or two year initial term.
- The Proposer’s only source of income, revenue or compensation in connection with the District’s account is the total fixed flat annual fee paid to the Proposer by the District. Any other source of income, revenue, consideration, or compensation, including commissions and “overrides” received by the Proposer in connection to the District’s account must be disclosed and reimbursed back to the District.

E. Client Reference List

Please provide a list of clients for whom you have provided employee benefit consulting including (see Section IV A. also):

- Name of client
- Contact person and phone number
- Size of group
- Number of years with the client

V. PROPOSAL REQUIREMENTS

- The proposal should be concise, well organized and demonstrate the responder’s qualifications and experience delivering the services in this request.
- The proposal shall contain the legal name and address of the company, and the legal form of the company (Partnership, corporation etc.). If the company is a wholly-owned subsidiary of a parent company, identify the parent company.

VI. PROPOSAL EVALUATION

- During the evaluation process, the EDUHSD may be unable to determine a Proposer’s ability to perform under the contract. EDUHSD has the option of requesting from the Proposer any additional information that is deemed necessary to determine the Proposer’s ability. If such information is requested, the Proposer will be notified and will be permitted approximately five (5) working days to submit the information.
- A subcommittee will review, analyze and evaluate all proposals. A decision will be made to conduct interviews with a few selected firms.
- Evaluation Criteria:

The proposer shall be evaluated on the following criteria:	Points
A. Experience and Qualifications of Firm and Personnel.....	35 points
B. Capacity and Organizational Depth.....	30 points
C. Work Plan/Project Approach and Understanding of SOW.....	15 points
D. Price/Cost Proposal.....	<u>20 points</u>

Phase II Total Points: 100 points

Phase III – Interview/Presentation.....	25 points
TOTAL POSSIBLE POINTS.....	.125 points

VII. AWARD SELECTION

El Dorado Union High School District will make a recommendation on award of an agreement. This RFP does not commit the El Dorado Union High School District to award an agreement. The El Dorado Union High School District reserves the right to waive information and irregularities in the proposals received. The El Dorado Union High School District reserves the right to accept or reject any or all proposals or cancel the RFP in part or in its entirety.

VIII. PROJECTED TIMELINE

- RFP issue date - Wednesday, August 28, 2019
- RFP submission deadline – Friday, September 13, 2019
- RFP Opening: Monday, September 16, 2019, 10:00 a.m.
- Conduct Interviews: Late September/Early October, 2019
- Reference Checks: Early October, 2019
- Board Approves Consultant Service - October 22, 2019

Exhibit A
“Standard Agreement”

**EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____
by and between:

COMPANY NAME
Address
City, State Zip Code

Hereinafter referred to as “Name of Company”, and the

EL DORADO UNION HIGH SCHOOL DISTRICT
Human Resource Services
4675 Missouri Flat Rd.
El Dorado, California 90605

Hereinafter referred to as the “District”

RECITAL

Whereas, the District offers employee benefit plans to employees and retirees; and

Whereas, it is the District’s desire to engage “Name of Company” to perform consultant and broker services related to marketing and administration of employee benefit plans, and “Name of Company” is willing to provide such services, subject to the terms and conditions hereof;

Whereas, “Name of Company” is specially licensed, trained, experienced, and competent to perform the services described herein pursuant to this Agreement;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1 - TERM

1.1 Term. This Agreement shall commence on _____ and continue in full force and effect through _____, unless sooner terminated pursuant to the terms hereof.

1.2 Termination. Except for a material breach pursuant to Article 7.8 of this Agreement, either party may terminate this Agreement at any time with or without cause by giving ninety (90) days written notice.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 Scope of Services.** “Name of Company” shall provide professional services in marketing employee benefit plans and consulting services, conduct benefits compliance reviews, and other consulting services including those identified in the Request for Proposal. The Scope of Services is contained in Attachment B.

ARTICLE 3 – COMPENSATION

- 3.1 Compensation.** In consideration of services to be provided under this Agreement, the District agrees to pay “Name of Company” the fees set forth in Fee Schedule shown on Attachment A of this Agreement.

ARTICLE 4 – STAFFING AND PRINCIPAL CONTACT

- 4.1 Staffing.** “Name of Company” agrees to assign adequate and licensed staff to perform the Scope of Services outlined in Attachment B. “Name of Company” has the discretion to assign staff as necessary except “Name of Company” agrees that it will endeavor to keep certain key staff assigned as the Account Team primarily responsible for working with the District throughout the duration of this Agreement. The key staff on the Account Team is shown on Attachment C. “Name of Company” further agrees to allow the District to interview and make recommendations on any changes to the Account Team assigned to the El Dorado Union High School District account.
- 4.2 Principal Contact.** Parties agree to assign a principal contact in connection with the services performed under this Agreement.

ARTICLE 5 – INDEMNIFICATION

- 5.1 Defense, Indemnification and Hold Harmless.** “Name of Company” agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individuals thereof, and all officers, agents, employees, representatives, and volunteers from and against any and all liability, loss, damage, cost, expenses (including, but not by way of limitation reasonable attorney fees and costs actually incurred, whether or not litigation has commenced), claims, judgments or obligations, actions, or causes of action whatsoever, resulting or arising from any negligence, act, error, or omission of “Name of Company” in connection with the furtherance or performance of any provision of the Agreement. The provisions of the Article shall not be limited to the availability or collectability of insurance coverage. The terms of this Article 5 shall survive termination of this Agreement.

ARTICLE 6 - INSURANCE REQUIREMENT

- 6.1** Without limitation of the foregoing indemnification clauses and as a material condition of this Agreement, “Name of Company” shall maintain at its sole expense, for the duration of this Agreement, a program of insurance and provide evidence thereof, satisfactory to the District, as required below, against claims for injury, damage or loss that may arise from or in connection with the performance

or non performance of this Agreement by “Name of Company” or any of its officers, agents, employees, or subcontractors.

6.2 Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)

- a) Commercial General Liability Insurance "occurrence" form only to provide defense and indemnity coverage to “Name of Company”, its employees, and the District for liability for bodily injury, personal injury, and property damage, arising from, including, but not limited to, premises and operations, contractual liability, use of independent contractors, of not less than a combined single limit of one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required per occurrence limit. The policy shall be endorsed to name the District as an additional insured.
- b) Business Automobile Liability Insurance to provide defense and indemnity coverage to “Name of Company”, its employees, and the District for liability for bodily injury and property damage covering owned, non-owned, and hired automobiles of not less than a combined single limit of one million dollars (\$1,000,000) per occurrence. The policy shall be endorsed to name the District as an additional insured.
- c) Professional Liability Insurance to provide coverage for defense and damages by “Name of Company” and its employees for acts, errors and omissions of not less than one million dollars (\$1,000,000) each incident. The policy aggregate limit shall apply separately to this Agreement or the policy period aggregate shall be twice the required each incident limit. The policy shall be endorsed to provide coverage for prior acts.
- d) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance limits of not less than one million dollars (\$1,000,000) per accident. By signing this Agreement, “Name of Company” hereby certifies that it is aware of the provisions of Article 3700 et seq. of the Labor Code of the State of California that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing any work under a contract with the District.

ARTICLE 7 - GENERAL CONDITIONS AND LIMITATIONS

- 7.1 Amendment.** This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. All modifications and amendments to this Agreement shall be in writing and signed by the authorized representatives of the District and “Name of Company”.

- 7.2 Assignment.** The parties hereby agree that this Agreement shall not be assigned or transferred by any party without the prior written consent of the other parties.
- 7.3 Confidentiality.** “Name of Company” shall hold in strict confidence all claim files, and other data pertaining to the District, except as may be required for the performance of duties as specified in this Agreement.
- 7.4 Relationship of the Parties.** It is mutually understood and agreed that the District and “Name of Company” are at all times acting and performing hereunder as independent contractors and are not officers, agents, partners, joint ventures or employees of one another.
- 7.5 Conflict of Interest.** “Name of Company” shall disclose all conflicts of interest in connection with this Agreement. The District reserves the right, at its sole discretion, to determine the potential of the conflict of interest and whether the conflict represents grounds for immediate termination of this Agreement.
- 7.6 Full Disclosure.** Except for the service fees paid directly by the District, “Name of Company” shall disclose to the District any and all sources of income, revenue or compensation earned or received by “Name of Company” in connection with this Agreement. Any sources of income, revenue, or compensation, including commissions and “overrides” received by “Name of Company” and not paid by the District in connection with this Agreement must be disclosed and reimbursed to the District.
- 7.7 Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of El Dorado, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 7.8 Material Breach.** In the event of material breach, the non-breaching party shall give thirty (30) days written notice of termination. The termination shall not take place if the breach is cured within fifteen (15) days of said notice.
- 7.9 Waiver.** No waiver by any of the parties hereto of any breach, or default, or failure by the other parties to keep or perform any provision, covenant, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant, or condition. All rights and remedies herein granted or referred to are cumulative; resort to one shall not preclude resort to another or any right or remedy provided by law.
- 7.10 Severability.** Parties agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or

unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

- 7.11 Notices.** All notices that any party is required, or may desire, to give to another party under this Agreement shall be in writing, and shall be given by addressing the same to such other party or parties at the addresses set forth below, and by depositing the same addressed, postage prepaid, certified mail, return receipt requested, in the United State mail, or by delivering the same personally to such other party or parties. Any party may change the address for the service of notice by written notice given to the other parties in the manner herein provided.

All notices hereunder shall be in writing and delivered by hand, by U.S. first class-mail, or by overnight delivery. Notices to "Name of Company" shall be directed as follows:

"Name of Company"
Attn: Contact Person
Address
City, State Zip Code

Notices to the District shall be directed as follows:

El Dorado Union High School District
Human Resources Dept.
Attn: Tony Deville
4675 Missouri Flat Rd.
Placerville, CA 95667

- 7.12 Attorneys' Fees and Costs.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
- 7.13 Compliance with Law / Permits and Licenses.** "Name of Company," and all of its employees and agents, shall, at its sole cost and expense, secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of services hereunder.

*****Signatures on next page*****

7.14 Board Authorization. In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

“NAME OF COMPANY”

EL DORADO UNION HIGH SCHOOL DISTRICT

By _____

By _____

Print Name _____

Tony Deville

Title _____

Assistant Superintendent

Date _____

Date _____

Address _____

Phone _____

Fax _____

Email _____

Tax ID# _____

ATTACHMENT "A"
TO
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING
PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE

During the term of this Agreement, "Name of Company" shall be compensated by the District as follows:

1. Term.

July 1, 2019 through June 30, 2020	\$_____ Monthly, \$_____ Total
July 1, 2020 through June 30, 2021	\$_____ Monthly, \$_____ Total
July 1, 2021 through June 30, 2022	\$_____ Monthly, \$_____ Total

The aforementioned fees will be paid for each term in monthly installments at the beginning of each month within 30 days of receipt of an invoice.

3. Mailing.

Invoices shall be mailed to the El Dorado Union High School District as follows:

El Dorado Union High School District
Human Resource Services
Attn: Tony DeVille, Assistant Superintendent
4675 Missouri Flat Rd.
Placerville, CA 95667

**ATTACHMENT “B”
TO
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING
PROFESSIONAL SERVICES AGREEMENT**

SCOPE OF SERVICES

“Name of Company” shall provide marketing, brokerage and other consulting professional services related to employee benefit plans to the District consistent with industry standards. Such services shall minimally include:

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
Contractor shall perform health benefits consulting services on behalf of the District in the following service areas as outlined:	
<u>A. RFP DEVELOPMENT, EVALUATION, NEGOTIATIONS</u>	
NOTE: The Contractor shall issue the RFP and complete the RFP process with District’s assistance.	
Contractor will be responsible for the development of appropriate Requests for Proposal (RFP) and in the associated evaluation and negotiations services for Health and Welfare contracts for medical, dental, and vision benefits and pharmacy benefits management services, basic & optional life insurance, and employee assistance program administrators. This includes, but is not limited to, the following tasks:	
Task A1 - Acquisition Planning	
a) Perform research and meet with the District to:	Prepare Acquisition Schedule for the RFP process.
1) Propose specifications;	
2) Discuss and propose an RFP acquisition schedule, roles, responsibilities and control procedures; and develop list of potential plan providers;	Prepare and submit list of potential plan providers.
3) Propose a quality control plan to ensure adherence to RFP acquisition schedule.	Prepare Quality Control Plan.
b) Meet with the District to develop a high-level outline of the benefit plan design, including options, and funding arrangements.	Draft Benefit Plan Design outline.

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
c) Contractor shall be responsible for the retention of all Contractor's procurement files. In the event of an audit, Contractor shall cooperate and make all files available.	
Task A2 - RFP Development	
a) Propose Statement of Work and define Key Requirements	
b) Propose the Evaluation Criteria to be used for Vendor selection to include, but not limited to:	
• Cost competitiveness;	
• Quality and scope of provider network;	
• Ability to provide the requested benefit plan design.	
c) Propose the RFP timeline.	
d) Propose a list of potential Vendors who will receive the notice of the release of the RFP.	
e) Assist in the drafting and finalizing of RFP documents that shall include:	Prepare RFP documents.
• Proposal letter and instructions to Vendors, including assumptions and submittal requirements;	
• RFP terms and conditions;	
• Statement of Work;	
• Evaluation criteria;	
• Basis of contract award;	
• Current Benefit Plan Design; and	
• RFP Timeline.	
f) Assist in the conducting of Pre-Proposal interviews with plan providers (as required)	Be represented in Pre-Proposal interviews with plan providers as required.
Task A3 - Final Approval and Distribution	
a) Submit the draft RFP's to the District.	Submit the RFP documents.
b) After District approval, Contractor is responsible for advertising and notifying prospective proposers of the release of the RFP's to potential plan providers.	
Task A4 - Proposal Coordination and Review	
a) Offer written responses to Vendor questions and submit to District for approval.	

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
b) Prepare Addendum for all questions and subsequent District-approved responses (as required).	Prepare Addendum(s) in responses to Vendor questions (as required).
c) Maintain control and confidentiality of the proposals received by Contractor.	
d) Review and analyze proposals for responsiveness.	Review and analyze proposals and provide a written analysis.
e) Assist in the development of evaluation packages for the District.	
f) Lead the evaluation meetings.	
g) Assist the District with determination of finalists by preparing an economic analysis of proposals to determine the competitive range, if requested.	Assist in finalist selection. Prepare proposal analysis report.
h) Participate in interviews of Vendors to clarify any questions with their proposals.	
i) Perform due diligence and responsibility check for finalists.	Perform Dun & Bradstreet, Lexis/Nexis, and/or industry-specific rating services checks.
Task A5 - Finalists Presentations and Selection (if required)	
a) Meet with the District to present proposal analysis report.	
b) Coordinate and schedule finalist presentations with the District, if requested.	Coordinate finalist presentations.
Task A6 – Final Negotiations	
a) Develop and document negotiations strategy, to include price, terms and conditions.	
b) Prepare draft and final pre-negotiation memorandum.	Prepare draft and final Pre-Negotiation Memorandum.
c) Participate in negotiations with the District.	Conduct negotiations.
d) Prepare final negotiations report.	Prepare Negotiations Report.
Task A7 – Contract Development	
a) Assist in the preparation of contract documents for approval. (All negotiated Issues shall be incorporated in draft and final reports.)	Prepare contract documents.
b) Assist the District with contract review and transition planning.	Contract review and transition planning (as required).
c) Finalize approved contracts and coordinate execution.	Coordinate execution and distribution of contract documents.

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
<u>B. ANNUAL CONTRACT RENEWALS/ RATE NEGOTIATIONS</u>	
As determined by the District’s benefit plan design, existing contracts and future market trends, Contractor shall perform annual contract renewals and rate negotiation services including, but not limited to, the following tasks:	
Task B1 - Prepare Annual Health Benefit Budget Report	
Prepare a report on the total expected costs of the plans for both the fiscal and calendar years, including 3 and 5-year multi-year projections.	Preparation of fiscal year budget report. Preparation of calendar year budget report. Preparation of 3 and 5-year budget projections.
Task B2 - Request/Evaluate/Negotiate Renewals	
a) Request proposed renewal rates from current plan Vendors.	
b) Evaluate proposed renewal rates and prepare report for District review.	
c) Develop and document negotiations strategy, to include the District objectives and pre-negotiations position.	
d) Prepare draft and final pre-negotiation memorandum.	Prepare draft and final Pre-Negotiation Memorandum.
e) Conduct negotiations on behalf of the District to achieve finalized rates.	Conduct negotiations.
f) Prepare Negotiations Report.	Prepare Negotiations Report.
Task B3 - Report Finalized Rate and Budget Impact	
Provide data for report to the Board of Trustees on the budget impact of the new finalized rates.	Develop and prepare data for report to the Board of Trustees.
<u>C. ONGOING CONSULTING SERVICES</u>	
The Contractor shall provide ongoing consulting services to include, but are not limited to:	
Task C1 – Consulting	
a) Maintain the capability and capacity with which to respond to District questions upon short notice as follows:	
1.) Same day response via telephone; and	
2.) 2) Written response (if required) within 24 hours.	

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
b) Attend meetings of the Board of Trustees, sub-committees, the HBC and other meetings as needed.	
c) Assist and educate the District and with the new Healthcare Reform and advise in implementation to ensure compliance.	
Task C2 – HBC Monthly Meetings	
Attend monthly HBC meetings.	
a) Assist the HBC in setting the agenda of the monthly meetings, which shall include:	
1.) Organize speakers.	
2.) Prepare and distribute the monthly agendas;	
3.) Provide/distribute relevant materials.	
b) Develop Quality Control Plan to update the HBC as needed with news and information about benefits issues in regards to trends, legal and legislative changes, regional health care providers, or other relevant content.	Prepare Quality Control Plan.
Task C3 - Program Cost Reporting	
a) Prepare quarterly budget reports and plan experience summaries for fiscal and calendar years, as well as multi-year projections based on estimates from current trend data and plan designs.	Provide quarterly budget reports & plan experience summaries. Provide quarterly 3-year budget projections.
b) Revise cost estimates based on emerging cost trends or changing enrollment estimates. These estimates shall be compared with approved budgets and the District and shall be provided with recommendations in respect to potential corrective measures necessary for balancing the budget, if necessary.	
Task C4 - Monitoring Provider Performance	
a) Provide quarterly reviews of plan administrators and information regarding Vendor issues and provide solutions. Assure compliance with contract performance guarantees. Other related activities include, but are not limited to:	Provide quarterly reports reviewing plan administrators' contract compliance.
1.) Develop annual reports and summary reviews for each of the Vendors based on the needs of the District.	Develop and prepare annual reports and summary reviews for each provider.
2.) Develop and implement annual Quality of Care benchmarks for quarterly report cards for all benefit plans.	Prepare quarterly reports on Quality of Care assessments.
3.) Analyze financial experience with respect to risk sharing cost targets.	Prepare analysis and written report re financial experience.
4.) Incurred but Not Reported (IBNR) reports for self-insured plans	

<u>REQUIREMENTS</u>	<u>DELIVERABLES</u>
Task C5 – Communication	
a) Communicate effectively and cooperatively with both the District and the HBC. Engender cooperation and build consensus between both parties.	
b) Advise the District to ensure that the District is in compliance with regards to communicating all Benefits related information to employees and retirees throughout the year and during the annual benefits open enrollment.	
c) Assist the District in developing communication material throughout the plan year to include but not limited to Quarterly newsletters, special communication pieces, plan booklets etc....	

ATTACHMENT "C"
TO
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING
PROFESSIONAL SERVICES AGREEMENT

STAFFING

The "Name of Company" Account Team assigned to the El Dorado Union High School District account is:

1. Principal Consultant Contact: _____