

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

Meeting Date: March 1, 2012
Subject: Grants, Entitlements, and Other Income Agreements Ratification of Other Agreements Approval of Bid Awards Approval of Declared Surplus Materials and Equipment Change Notices Notices of Completion
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Administrative Services
<b>Recommendation</b> : Recommend approval of items submitted.
Background/Rationale:
Financial Considerations: See attached.
Documents Attached:
<ol> <li>Grants, Entitlements, and Other Income Agreements</li> <li>Other Agreements</li> <li>Approval of Declared Surplus Materials and Equipment</li> </ol>

Estimated Time: N/A

Submitted by: Daniel M. Sanchez, Manager II, Purchasing Services

Kimberly Teague, Contract Specialist

Approved by: Patricia A. Hagemeyer, Chief Business Officer

# **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE**

Contractor Description Amount

#### CHILD DEVELOPMENT

A12-00010.2 California Department of Education 7/1/11 – 6/30/12: General Child Care and Development Program contract decrease for 2011/12 (Amendment No. 2). This full-day program serves school-age and infant/toddlers. General child care and development programs are state and federally funded programs that use centers and family child care home networks operated or administered by either public or private agencies and local educational agencies. Programs provide an educational component that is developmentally, culturally, and linguistically appropriate for the children served. The programs also provide meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day. Decrease is due to under-enrollment in the first quarter.

Original Contract Amount = \$1,117,141

(\$135,000)

New Contract Amount = \$982,141

#### **FAMILY AND COMMUNITY ENGAGEMENT**

A12-00084 NoVo Foundation

2/15/12 – 8/15/12: Collaborating District's Initiative Planning Grant to be used for the development of a plan for systemwide implementation of effective SEL (social and emotional learning) programming scaled over several years. As defined by CASEL (Collaborative for Academic, Social and Emotional Learning), social and emotional learning is a process whereby students develop core competencies of selfawareness, self-management, social awareness, relationship skills, and responsible decision making within a safe, caring, and participatory learning environment. The implementation proposal to be developed during the planning period should include all the key activities outlined in CASEL's Theory of Action for District-wide social and emotional learning. These include assessment of needs and resources to support SEL programming; development of a long-term vision and goals for SEL; selection of evidence-based SEL programs; development of SEL learning standards; design of systems for professional development, integration with existing initiatives, and continuous improvement; allocation of resources to support implementation; and communication with key stakeholders (e.g. school personnel, school board, families, local philanthropic organizations, and other community partners). If the full three-year implementation proposal is approved, NoVo Foundation will provide each participating District a \$250,000 implementation grant for each of the three years.

\$125,000 No Match

A12-00085 The California Endowment 2/1/12 – 7/31/13: Healthy School Meals Grant: To increase the availability and consumption of nutritious foods to improve the health of students. Expected outcomes will be:

1) Provide focused training to Nutrition Services staff specific to the new USDA school meal final regulations to improve the

\$35,000 No Match nutritional quality and appeal of school meals during breakfast, lunch and snacks with a 25% increase of the availability of whole grains and 10% overall increase in purchase of fruits and vegetables.

- 2) Enhance freshly prepared menu choices by 10% and increase access to fresh fruits and vegetables by 25% at breakfast. Fresh fruit offered at snack will increase by one more serving per week. Two staff in-services will be held on nutrition and menu appeal.
- 3) Increase participation in the National School Breakfast and Lunch Program as evidenced by a 5% overall increase, and district wide efforts to streamline enrollment for specific target populations by 10% (e.g., foster youth, homeless).
- 4) Revise and strengthen a district wide School Wellness Policy that exceeds federal requirements to improve nutritional quality of school meals, snacks and physical activity opportunities.

# **EXPENDITURE AND OTHER AGREEMENTS**

Contractor Description Amount

#### **COMPENSATION AND BENEFITS**

Edgewood Partners Insurance Center (EPIC) 3/2/12 – 3/1/14: As a result of a Request for Proposal (RFP) process, Edgewood Partners Insurance Center (EPIC) was selected by an advisory committee to provide insurance brokerage services for the District's current and future employee benefits, including group medical, dental, vision and life. An annual not to exceed fee of \$145,000 will be paid to EPIC through commissions paid by health care providers.

Strategic Plan: Aligns with Pillar III, Organizational Transformation, by retaining a motivated, capable and diverse workforce.

# APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Caroline Wenzel Elementary	None	Recycle
	Cesar E. Chavez Elementary	None	Recycle
	Maple Elementary	None	Recycle
	Martin Luther King Jr. School	None	Recycle
	Rosemont High School	None	Recycle
	Theodore Judah Elementary	None	Recycle

3 March 1, 2012

\$0



#### SERVICES AGREEMENT

Date: March 2, 2012 Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of

California, (hereinafter referred to as the "District"); and Edgewood Partners

Insurance Center (EPIC), (hereinafter referred to as "Contractor").

#### Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

- B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.
- C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.
- D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

#### ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

- 1.1 Services: Contractor will provide District with all services as described in the response to District's Request for Proposal dated November 4, 2011 outlined in Exhibit B, Scope of Services.
- 1.2 Confidentiality: The consulting services and work product provided by Contractor are provided for the exclusive use of the District. Data, recommendations, proposals, reports, and other confidential information provided by Contractor are not to be distributed to, used or relied upon by other parties without prior approval of Contractor. Confidential information shall be and remain the exclusive property of Contractor and/or its affiliates, and no copies thereof shall be made without the written permission of Contractor. The provisions of this paragraph shall survive the termination of this Agreement.
- 1.3 Outside Consulting Services: Contractor shall use the service of legal, actuarial and other consulting services as required in the performance of its duties for the District. The District will not be responsible for additional fees for such services without prior written disclosure and mutual agreement between the District and Contractor.



#### ARTICLE 2. DISCLOSURE AND RECORD KEEPING.

- 2.1 **Full Disclosure.** The District has the right to approve any arrangement and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to District's employee benefits program. Contractor must seek approval from District prior to the use of any of the above in connection with the District's employee benefits program.
- 2.2 **Record Keeping.** Contractor will maintain accurate and current files including, but now limited to, insurance policies and correspondence with insurers or District in accordance with industry standard record retention practice or as otherwise directed by District.

#### ARTICLE 3. TERM.

This Agreement shall commence on March 2, 2012 and continue through March 1, 2014 unless sooner terminated, as set forth in Article 11 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

#### ARTICLE 4. PAYMENT.

In accordance with Contractors Response to Request for Proposal, the total amount paid under this Agreement shall be paid by commission, up to One Hundred Forty Five Thousand Dollars (\$145,000) per year, for two years, to be paid by health care providers. Any carryover will be applied to the following year and commissions adjusted to net \$145,000. A quarterly report shall be provided to the District identifying commissions received.

If services are satisfactorily rendered, this Agreement may be extended for two additional years with a not to exceed 5% increase for years three and four.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Marianne Clemmens, Director of Compensation and Benefits, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

#### ARTICLE 5. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

#### ARTICLE 6. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's



name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

#### ARTICLE 7. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### ARTICLE 8. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.



#### ARTICLE 9. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### ARTICLE 10. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

# **ARTICLE 11. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.



#### ARTICLE 12. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 13. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:

Sacramento City Unified School District

PO Box 246870

Sacramento CA 95824-6870

Attn: Marianne Clemmens, Director,

Compensation and Benefits

Contractor:

**EPIC** 

1743 Creekside Drive, Suite 200

Folsom, CA 95630

Attn: Terri Ezaki, Principal

#### ARTICLE 14. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

#### ARTICLE 15. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### ARTICLE 16. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital



status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

#### ARTICLE 17. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

#### ARTICLE 18. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

# ARTICLE 19. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

# ARTICLE 20. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

#### ARTICLE 21. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	EPIC	
By:	Ву:	
Patricia A. Hagemeyer Chief Business Officer	Signature	
Date	Print Name/Title	
	Date	



## **EXHIBIT A**

### **CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

- 1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
- 2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
- 3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
- 4. Contractor will immediately report to District any apparent violation of these conditions.
- 5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor
shall immediately so inform the District and shall assign only employees who have been
fingerprinted and cleared for employment by the Department of Justice. In that case, the
Contractor shall provide to the District the names of all employees assigned to perform work
under this Agreement. Compliance with these conditions, or with the fingerprinting requirements
is a condition of this Agreement, and the District reserves the right to suspend or terminate the
Agreement at any time for noncompliance.

Authorized Signature of Contractor	Date	
Admon20d Digitature of Contractor	Bato	
Printed Name/Title		



# **EXHIBIT B**

# **SCOPE OF SERVICES**

# A. Analysis and Reporting

- 1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
- 2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
- 3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
- 4. Assist the SCUSD in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
- 5. Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with SCUSD's programs.
- 6. Provide a cost benefit analysis to the SCUSD for insourcing / outsourcing COBRA administration.
- 7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
- 8. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
- 9. Prepare and present reports on trends, new products and audits, as requested.
- 10. Regularly monitor and evaluate performance measures and guarantees for providers.
- 11. Maintain full and accurate records with respect to all matters and services provided on behalf of SCUSD's benefit plans and programs. Provide SCUSD staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of SCUSD's benefit plans and programs.



#### **B.** Liaison and Problem Intervention

- 1. Act as liaison between the SCUSD and insurance providers.
- Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, and transitioning retirees from early retiree plans to Medicare-coordinated plans.
- Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
- 4. Attendance as needed at meetings with SCUSD staff, employees and/or retirees to facilitate and assist in the management of SCUSD's employee benefit plans.
- 5. Act as an advocate or ombudsman in appeal, arbitration or court process between the SCUSD and the providers on unresolved issues if needed; provide advice when needed to enforce SCUSD, employee, retiree or their dependents' rights.
- 6. Assist the SCUSD in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

# C. Compliance

- 1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
- 2. Provide on-site training to SCUSD staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
- 3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
- 4. Assist SCUSD staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
- Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.



#### D. Annual Renewal Process and Evaluation

- 1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
- 2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
- 3. Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
- 4. Annual (March) estimates of renewal rates and cost trends and assist SCUSD staff in preparation of budget figures.
- 5. Conduct thorough and applicable market research in preparation for contract renewals.
- Representation in all negotiations when requested with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
- 7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
- 8. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
- 9. Review rate proposals to ensure underlying assumptions are appropriate and accurate to SCUSD.
- 10. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
- 11. Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings.

## E. Other Service Requirements

1. Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.



- Assist in the development and/or purchasing of web site technologies to support on-line enrollments, changes and employee education to assist employees/retirees in selfmanagement of benefits, and to reduce the related administrative demands on SCUSD staff.
- Recommend and help develop enhancements and improvements for communications specific to the needs of SCUSD's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.
- 4. Provide timely research and responses to technical questions posed by SCUSD staff.
- 5. Provide regular and timely communications needed for the effective administration of benefit plans.
- 6. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
- Assist with the presentation content for labor and management benefits meetings and/or SCUSD Board meetings.
- 8. Provide access to published benefit-related survey information.
- 9. Develop additional benefits communications specific to the needs of SCUSD's employees and retirees.
- 10. Attendance at, and assistance with, meetings with the SCUSD Counsel, SCUSD staff and labor groups.
- 11. Identify broker-sponsored seminars, benefit events and educational forums that would be beneficial to SCUSD staff.
- 12. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
- 13. Work collaboratively with other consultants and SCUSD staff.
- 14. Manage plan transitions as necessary.
- 15. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.