

In-Person Meeting Location:

CSJPA Conference Room 1950 South Sunwest Lane, Suite 102, San Bernardino, CA 92408

VIRTUAL CONFERENCE LINK:

Copy and Paste onto your browser:

http://www.csjpa.org/cseba-ec

Public Record Inspection Location:

1950 South Sunwest Lane, Suite 100, San Bernardino, CA 92408

CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION EXECUTIVE COMMITTEE AGENDA

WEDNESDAY, MAY 10, 2023 - 9:00 A.M.

COMMITTEE MEMBERS

Carl Strub, Treasurer
Eric Hart, Member
Russell Levine, Member
Dr. George Landon, Member
Kevin Palkki, Member
Rob Roberts, Member
Jennifer Sharp, Alternate Member
Adam Estrada, Advisory Member

REMOTE ATTENDING COMMITTEE MEMBERS'

Dr. Angelica Lopez, President

Heidi Ober, Vice President Nonnie Compton, Secretary

Debbie Girgenti, Member Mary Kay Scheid, Alternate Member Juanita Battistone, Advisory Member

MEMBER DISTRICTS

Etiwanda School District
Alta Loma School District
Colton Joint Unified School District
Hesperia Unified School District
San Bernardino Community College District
San Bernardino County Superintendent of Schools
Victor Elementary School District
Hesperia Unified School District

LOCATION OF REMOTE PARTICIPATION

Encinitas Union School District Administrative Office, 101 S. Rancho Santa Fe Road, Encinitas, CA 92024

8166 Laurel Park Circle, Jurupa Valley, CA 92509 Victor Valley Community College, Building #10, 18422 Bear Valley Road, Victorville, CA 92395 10821 Laconia Drive, Villa Park, CA 92861 264 Teague Drive, San Dimas, CA 91773 Colton Joint Unified School District Administrative Office, 325 Hermosa Street, Colton, CA 92324

1.0 CALL TO ORDER

1.1 APPROVAL OF AGENDA FOR THE EXECUTIVE COMMITTEE MEETING OF MAY 10, 2023

Please note that the Executive Committee cannot act on any items not on the agenda with certain exceptions as outlined in the Brown Act or pursuant to an addition or correction to the agenda. Matters brought before the Executive Committee, which are not on the agenda, may also, at the Executive Committee's discretion, be referred to staff or placed on the next agenda for the Executive Committee's discretion.



2.0 PUBLIC COMMENTS

Now, members of the public may address the Executive Committee regarding any item within the subject matter jurisdiction of the Executive Committee, provided that no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless different time limits are proposed by the President and approved by the Executive Committee.

3.0 CONSENT CALENDAR

3.1 APPROVAL OF MINUTES FROM THE FEBRUARY 15, 2023, EXECUTIVE COMMITTEE MEETING

4.0 CEO AND COMMITTEE RECAP

4.1 CHIEF EXECUTIVE OFFICER REPORT

5.0 EMERGING TRENDS/EDUCATION

5.1 NONE

6.0 ROUND TABLE FOR EXECUTIVE COMMITTEE DISCUSSION

6.1 STABILITY OF A POOL

7.0 DISCUSSION/ACTION

- 7.1 APPROVAL OF THE 2023-2024 ADMINISTRATIVE AGENT AGREEMENT
- 7.2 APPROVAL OF NEW MEMBERSHIP
- 7.3 APPROVAL OF THE 2022-2023 BUDGET REVISIONS
- 7.4 APPROVAL OF THE 2023-2024 PROPOSED BUDGETS
- 7.5 APPROVAL OF THE AON AGREEMENT
- 7.6 APPROVAL OF SELF-ADMINISTRATION AGREEMENT

RECESS MAY OCCUR EARLIER OR LATER IN THE AGENDA AS TIME SPECIFIC

8.0 INFORMATION/DISCUSSION

- 8.1 PRIMECARE OF CHINO VALLEY UPDATE
- 8.2 HUMANA GO 365 UPDATE
- 8.3 WELLNESS PLATFORM UPDATE
- 8.4 EYEMED UPDATE
- 8.5 CAA RXDC REPORTING REQUIREMENTS
- 8.6 BLUE SHIELD OF CALIFORNIA RX AUDIT
- 8.7 STAFF REPORTS
 - 8.7.1 EMPLOYEE BENEFIT MANAGER REPORT
 - 8.7.2 INVESTMENT REPORT
 - 8.7.3 PLAN UTILIZATION FOR SELF-INSURED PROGRAMS
- 8.8 AON CONSULTANT REPORT



9.0 EXECUTIVE COMMITTEE COMMUNICATIONS

- 9.1 PROPOSED/FUTURE AGENDA ITEMS
 - 9.1.1 WEBSITE ENHANCEMENT WITH LINKS AND FAQ (INFO, PROGRAMS, LIFE EVENTS)
 - 9.1.2 CSEBA UNIVERSITY AND BOOTCAMP 101 WITH AMERICAN FIDELITY
 - 9.1.3 MEMBER LOYALTY PROGRAM
 - 9.1.4 INFORMATION ON HEALTHY KIDS/FAMILIES INITIATIVES
- 9.2 EXECUTIVE COMMITTEE COMMENTS
- 9.3 CSEBA PARTNER COMMENTS

10.0 COMMUNICATIONS

10.1 2022-2023 TLI SCHEDULE

11.0 FUTURE MEETINGS

- 11.1 FUTURE EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS MEETINGS AND EVENTS
- 11.2 FUTURE AD HOC, SUB-COMMITTEE, OR FOCUS GROUPS
- 11.3 NON-JPA CONFERENCES AND EVENTS

12.0. ADJOURNMENT TO CLOSED SESSION

"A Closed Session Meeting is now required. Matters to be discussed are those permitted by Government Code Sections 54956.8, 54956.9, 54956.95, 54957 and 54957.6 – Personnel, Litigation and/or Real Property." The following items will be discussed in closed session: NONE.

12.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION - CEO, GOVERNMENT CODE SECTION 54957

13.0 ADJOURNMENT

FINAL MEETING OF THE **CSEBA BOARD OF DIRECTORS** IS SCHEDULED FOR WEDNESDAY, JUNE 14, 2023, AT 9:00 A.M. VIRTUAL ONLY VIA ZOOM.

THE NEXT MEETING OF THE **CSEBA EXECUTIVE COMMITTEE** IS SCHEDULED FOR THURSDAY, SEPTEMBER 7, 2023, AT 9:00 A.M.

HYBRID PARTICIPATION OPTIONS: VIA ZOOM VIDEO-CONFERENCING OR IN-PERSON LOCATION: CALIFORNIA SCHOOLS JPA CONFERENCE CENTER, 1950 SOUTH SUNWEST LANE, SUITE 102, SAN BERNARDINO, CA 92408

CSEBA STRATEGIC PLANNING RETREAT IS SCHEDULED FOR SEPTEMBER 25 - 27, 2023, LAGUNA BEACH, CA

THIS FACILITY IS WHEELCHAIR ACCESSIBLE

The California Schools Employee Benefits Association (CSEBA) conforms to the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990. A request for disability related modification or accommodation, in order to participate in a public meeting of CSEBA shall be made to Javier Gonzales, Chief Executive Officer, CSEBA JPA, 1950 South Sunwest Lane, Suite 100, San Bernardino, California 92408.

Requests for such modifications or accommodations shall be made at least two full business days prior to this meeting.



VIDEO-CONFERENCING MEETING:

PURSUANT TO: EXECUTIVE ORDERS: N-08-21: N-15-21:

N-29-20 and AB 361

VIRTUAL CONFERENCE LINK:

Copy and Paste onto your browser:

http://www.csjpa.org/cseba-ec

In-Person Meeting Location:

CSJPA Conference Room 1950 South Sunwest Lane, Suite 102,

San Bernardino, CA 92408

CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION EXECUTIVE COMMITTEE MINUTES

WEDNESDAY, FEBRUARY 15, 2023 – 9:00 A.M.

COMMITTEE MEMBERS PRESENT:

Dr. Angelica Lopez, Vice President Encinitas Union School District Nonnie Compton, Secretary Victor Valley Community College

Carl Strub, Treasurer Etiwanda School District Eric Hart, Member Alta Loma School District

Russell Levine, Member Colton Joint Unified School District Heidi Ober, Member Cucamonga School District

Dr. George Landon, Member Hesperia Unified School District

Rob Roberts, Member San Bernardino County Superintendent of Schools

Debbie Girgenti, Member Savanna School District

Mary Kay Scheid, Alternate Member
Juanita Battistone, Advisory Member
Adam Estrada, Advisory Member

Ontario-Montclair School District
Colton Joint Unified School District
Hesperia Unified School District

COMMITTEE MEMBERS ABSENT:

Kevin Palkki, Member San Bernardino Community College District

Jennifer Sharp, Alternate Member Victor Elementary School District

OTHERS:

Javier Gonzales California Schools JPA Teresa Saenz California Schools JPA Yulin Karaiscos California Schools JPA California Schools JPA Melissa Hernandez California Schools JPA Kimberly Escandon **Britany Wooten** California Schools JPA Francisco Rodriguez California Schools JPA Sandra Bostick California Schools JPA Denny Andrade California Schools JPA Sonia Lubelski California Schools JPA Yolanda Comer California Schools JPA



Kandy Delgado California Schools JPA Sofia Alba California Schools JPA

Robert Feldhake JPA Counsel Raelene Walker JPA Consultant

Patricia Duwel Barstow Unified School District

Michelle Dynes Central School District Linda Cowgill Centralia School District

Lisandra Maldonado Chino Valley Unified School District
Rod Zerbal Covina-Valley Unified School District
Barbara Nuevo Cucamonga School District

Michael Mancuso Etiwanda School District
Lucy Dressel Hemet Unified School District
Shauna Warnock Hesperia Unified School District

Kathryn Sayer Rim of the World Unified School District

Barbara Popham SBCSS
Maria Alvarez SBCSS
Omar Palmerin SBCSS
Violet Gutierrez SBCSS

Jason Rose San Marino Unified School District

Yu Wen Aon Consulting Linda Zitelli Aon Consulting Dr. Mark Dundee Aon Consulting

Jenn Messenger Blue Shield of California
Jesseca Nixon Blue Shield of California
Dr. Tracy Lawrence Blue Shield of California

Duane Cook
Lupe Terrazas
Lisa Moreno
Ruby Rocha
Diana Nunez
Justin Cao

Delta Dental
Humana/Go365
Kaiser Permanente
Kaiser Permanente
Kaiser Permanente
Kaiser Permanente

Tracy Lawrence

1.0 CALL TO ORDER

Vice President Dr. Angelica Lopez called the meeting to order at 9:03 a.m. after verifying a quorum.

1.1 APPROVAL OF AGENDA FOR THE EXECUTIVE COMMITTEE MEETING OF FEBRUARY 15, 2023

Vice President Lopez called for a motion to approve the agenda for February 15, 2023, as presented.

Motion: Rob Roberts - Second: Eric Hart

Ayes: Dr. Angelica Lopez, Carl Strub, Eric Hart, Russell Levine, Heidi Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti



Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

2.0 PUBLIC COMMENTS

Vice President Lopez asked if there were any public comments; there were none.

3.0 CONSENT CALENDAR

- 3.1 APPROVAL OF MINUTES FROM THE NOVEMBER 16, 2022, EXECUTIVE COMMITTEE MEETING
- 3.2 RATIFICATION OF THE CALIFORNIA SCHOOLS JPA SERVICE MARK
- 3.3 APPROVAL OF AB 361 VIRTUAL MEETING

President Levine called for a motion to approve Consent Calendar Items 3.1, 3.2, and 3.3 AB 361 Virtual Meeting as presented.

Motion: Rob Roberts - Second: Russell Levine

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

4.0 CEO AND COMMITTEE RECAP

4.1 CHIEF EXECUTIVE OFFICER REPORT

CEO Javier Gonzales reported current and future matters that may impact the JPA or the CSEBA pool to the Executive Committee. He began by welcoming the newest Executive Committee Members, Dr. George Landon from Hesperia Unified School District, a Primary voting member, and Jennifer Sharp from Victor Elementary School District, the new Management Alternate.

CEO Gonzales reviewed the CSEBA Mission Statement and the Leadership Core Values and their importance to the pool and the JPA organization. CEO Gonzales highlighted current JPA services and recognized both CSEBA staff and members of the Aon Consulting team for their support of CSEBA to achieve strategic plan goals. He then introduced the newest JPA staff members; Yulin Karaiscos, Multi-Media Designer, and Britany Wooten, Employee Benefits Account Manager. Currently, SBCSS is externally flying the open Senior Communications Specialist position. The Executive Committee will have the opportunity to discuss the Office Specialist I job vacancy further down in the agenda.

Regarding JPA Communications, the CEO Quarterly Newsletter recently went to all Board members, Superintendents, and CBOs. The CEO and CFO are scheduling in-person meetings with Member districts. In addition, staff recently sent out the Save the Date flier announcing the 2023 CSJPA Annual Conference. The JPA has already received high



interest in the conference from members. Blue Shield of California and Kaiser Permanente FAQs, with talking points, are available for members to take to their districts or insurance committee meetings.

CEO Gonzales reported that the CSEBA Strategic Planning Retreat is September 25-27, 2023, with members of the Executive Committee, JPA staff, and a new facilitator, Sara Peterson. Sara recently worked with the sister JPA on their strategic plan. In addition, JPA staff is planning and making travel arrangements for the 2023 CAJPA Conference on September 12-15, 2023, in South Lake Tahoe, California. The JPA Administrative Services Assistant contacted Executive Committee members to get their interest in attending the conference and will follow through in the next few months.

CEO Gonzales then gave an update on JPA Programs, reporting that the JPA is quoting several interested districts on CSEBA products and services. The Learning Institute's comprehensive training program has received increased interest and participation among JPA members and non-members. Lastly, he reviewed the current Strategic Plan with a focus on Financial Performance and reported that the JPA has nearly reached all the goals brought forth by the Executive Committee.

4.2 FINANCE COMMITTEE REPORT

CEO Gonzales shared that the Finance Committee reviews and evaluates the impact of financial decisions on the JPA. The CSEBA Finance Committee met on February 8, 2023, to review the following agenda items:

- Proposed Delta Dental Dividend Allocation
- 2023–2024 Program Renewal Rates

The Finance Committee discussed and voted on both agenda items and brought forth the information for review and consideration by the Executive Committee before moving them forward to the Board of Directors for final approval.

5.0 EMERGING TRENDS/EDUCATION

5.1 NONE

6.0 ROUND TABLE FOR EXECUTIVE COMMITTEE DISCUSSION

6.1 N ONE

7.0 DISCUSSION/ACTION

7.1 ELECTION OF CSEBA OFFICERS

CEO Gonzales shared the process of electing Executive Committee Officers (President, Vice-President, Treasurer, and Secretary) from eligible members. Executive Committee members who have served one full year and are full voting members (alternates are ineligible) are eligible to run for an officer seat due to expiring terms. Officer seats are concurrent with the terms of the Executive Committee members.



Current CSEBA Officer vacancies:

- President Management
- Vice President Labor

Members of the Executive Committee discussed the eligible members, officer terms concurrent with their term on the Executive Committee, and annually confirming officers to their placement. Members of the Executive Committee suggested that the Bylaws require updates regarding Officer terms, eligibility, and updating the information around the elections and Nominations Committee to align with what has occurred over the last several years. The suggestion is that the Governance Committee discusses this at a future meeting.

Vice President Lopez opened the floor to take nominations for President. There was a nomination for Dr. Angelica Lopez for President and no other nominations.

There was a call to affirm Dr. Angelica Lopez as CSEBA President by an acclimation vote of the members of the Executive Committee as of February 15, 2023.

Ayes: Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

President Lopez opened the floor to take the nomination for Vice President. Heidi Ober was nominated, and there were no other nominations.

There was a call for a motion to affirm Heidi Ober as the new CSEBA Vice President as of February 15, 2023.

Motion: Rob Roberts - Second: Debbie Girgenti

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Navs: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

President Lopez called for a motion to reaffirm Carl Strub as CSEBA Treasurer for another calendar year as of February 15, 2023.

Motion: Eric Hart - Second: Heidi Ober

Ayes: Dr. Angelica Lopez, Nonnie Compton, Eric Hart, Russell Levine, Heidi Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Navs: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

President Lopez called for a motion to reaffirm Nonnie Compton as CSEBA Secretary for another calendar year as of February 15, 2023.



Motion: Eric Hart - Second: Heidi Ober

Ayes: Dr. Angelica Lopez, Carl Strub, Eric Hart, Russell Levine, Heidi Ober, Dr. George

Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

Congratulations to the newly elected CSEBA President, Dr. Angelica Lopez, and Vice President, Heidi Ober.

7.2 APPROVAL OF PROPOSED 2023-2024 CSEBA MEETING/EVENTS CALENDAR

Teresa Saenz presented the proposed 2023-2024 CSRM Meeting/Events calendar for consideration and approval. The calendar showed all Executive Committee, Board of Directors, California Schools JPA joint Conference and sub-committee meetings dates, locations, and times, and includes the JPA-approved conferences listed by date, conference, and hosting city. If approved, the calendar would move to the Board of Directors for final approval and distribution.

Members of the Executive Committee asked where they could find information on the CSEBA Travel and Reimbursement policy. Teresa reviewed what is reimbursable and shared that all the necessary forms are in the Board Member Toolkit on the csjpa.org website under Form & Resources.

President Lopez called for a motion to approve the Proposed 2023-2024 CSEBA Meeting/Events Calendar and to forward it to the Board of Directors for final approval.

Motion: Rob Roberts - Second: Debbie Girgenti

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

7.3 APPROVAL OF PROPOSED OFFICE SPECIALIST III POSITION

CEO Gonzales continues to evaluate job duties and JPA resources to implement efficient processes, support department responsibilities, and accomplish the strategic goals established by the Executive Committee. The CSJPA is hiring a new Senior Communication Specialist and realigning staff resources to support the new communication department.

Staff proposes replacing the OSI vacancy with an OSIII position to support the Senior Communication Specialist. The annual salary differential is an increase of \$18,156. The increase will be shared equally (50%) by the CSRM JPA.



The CSJPA currently contracts with Shoestring (a third party) for marketing services. Staff is transitioning the marketing services with Shoestring to the SBCSS Communications department and internal team. The change will mark a significant savings of approximately \$70,000.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval, replacing the OSI position with an OSIII. The savings of \$70,000, generated by moving the marketing services to SBCSS Communications and internal staff, will absorb the cost of the annual salary increase of \$18,156.

Motion: Heidi Ober - Second: Dr. George Landon

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Debbie Girgenti

Nays: None

Abstentions: Rob Roberts

Motion carried by a majority vote of the CSEBA Executive Committee.

President Lopez asked if an updated JPA staff contact list was available to members to know whom to contact at the JPA. There's one currently on the csjpa.org website that members can access at any time.

7.4 APPROVAL OF THE HEALTH ADVOCATE EAP AGREEMENT

Linda Zitelli, Aon Consulting, presented the Health Advocate EAP agreement renewal. Health Advocate has maintained the Employee Assistance Program (EAP) rates with CSEBA since the contract's inception on July 1, 2011. In those 11 years, Health Advocate has improved member experience. Health Advocate has added virtual visits, an enhanced member engagement platform, improved technology, and increased onsite support bank hours from 50 to 70 hours annually.

On July 1, 2023, Health Advocate will increase EAP rates to \$1.70 PEPM. This increase is 7.5% or 12 cents over current pricing and guaranteed over three years (Aon's EAP marketing practice reviewed the growth and agreed it was reasonable).

As an additional benefit for CSEBA, Health Advocate will offer a \$10,000 annual communications credit for the mutually agreed upon customized Health Advocate targeted audience communications or CSEBA's current communications, including the targeted audiences of prospective clients and members (including mailings). The claims costs are estimated and will be absorbed by CSEBA JPA, not individual districts.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval the Health Advocated EAP rate increase following additions:

- \$1.70 PEPM effective July 1, 2023
- The increase is 7.5% (12 cents) over the current rate and guaranteed for three years.



 Health Advocate will offer a \$10,000 annual communications credit for mutually agreed upon customized Health Advocate targeted communications for CSEBA existing communication needs plus prospective clients and members (including mailings)

Motion: Eric Hart - Second: Carl Strub

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

7.5 APPROVAL OF PROPOSED DELTA DENTAL DIVIDEND ALLOCATION

CEO Gonzales opened the presentation by sharing the background on the Delta Dental program net position of each policy year on the basis that each year stands on its own. Specifically, that means that the funding determined necessary for each claim year is collected in that claim year, and all liabilities and expenses of each claim year are accounted for in the year they are incurred. At the close of each year, an evaluation of the net position of individual policy years is conducted. Any funds remaining after accounting for outstanding liabilities are considered eligible for return to members. Upon approval of the Board of Directors, the residual balance is returned to members. Distribution of a declared net position is based upon each member's pro-rata share of contributions made to that program.

The CSEBA Delta Dental program is in the third and final year of a three-year dividend allocation. At the direction of the Board of Directors and documented in the CSEBA Strategic Plan is a future dividend allocation of Delta Dental net assets to the participating members of the program. The amount of the dividend allocation will reduce the Delta Dental program reserves.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval; the Delta Dental program dividend allocation of \$4.0m will be allocated over three years beginning July 1, 2024.

Motion: Russell Levine - Second: Dr. George Landon

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

7.6 APPROVAL OF THE 2023-2024 PROGRAM RENEWAL RATES

CEO Gonzales shared that CSEBA strives to deliver the best package of benefits for the best value to its members. Therefore, the renewal rates presented are based on historical CSEBA experience. For example, during the COVID-19 pandemic, a decision was made



to use 24 months of claims data to better account for the dramatic fluctuation of claims. This strategy is maintained for this renewal. In addition, all renewals have been reviewed and negotiated by the CSEBA JPA consultant, Aon.

President Lopez called for a meeting break at 10:07 a.m.

President Lopez called to resume the meeting at 10:17 a.m.

The CSEBA programs to be presented and reviewed by the CSEBA Executive Committee are as follows:

- Delta Dental
- Vision Program
- EyeMed Program
- VOYA
- Blue Shield of California Medical Program
- Kaiser Permanente Medical Program

Yu Wen, Aon Consultant, will present the CSEBA 2023-2024 renewal rates.

7.6.1 DELTA DENTAL

Yu Wen, Aon Consulting, reported the Delta Dental 2023-2024 plan year renewal: -1.39% decrease.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval of the 2023-2024 Delta Dental Renewal Rate at -1.39%.

Motion: Dr. George Landon - Second: Russell Levine

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

7.6.2 VISION SERVICE PLAN

Yu Wen, Aon Consulting, reported a decrease in the Vision Services Plan (VSP) 2023-2024 plan year renewal: -3.35%.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval of the 2023-2024 Vision Service Plan (VSP) Renewal Rate at -3.35% decrease.

Motion: Dr. George Landon - Second: Heidi Ober

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Navs: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.



7.6.3 EYEMED

Yu Wen, Aon Consulting, reported a decrease in the EyeMed 2023-2024 plan year renewal: -4.03%.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval of the 2023-2024 EyeMed Renewal Rate at a -4.03% decrease.

Motion: Carl Strub - Second: Russell Levine

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

7.6.4 VOYA

Yu Wen, Aon Consulting, reported that the VOYA plan came in as a flat 2023-2024 plan year renewal: 0% increase received through a rate guarantee through June 30, 2025.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval of the 2023-2024 VOYA Renewal Rate at a 0% flat rate guarantee through June 30, 2025.

Motion: Dr. George Landon - Second: Nonnie Compton

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

7.6.5 BLUE SHIELD OF CALIFORNIA

Yu Wen, Aon Consulting, presented the proposed 2023-2024 medical rates. Yu's presentation reviewed the Blue Shield population, historical claims, and utilization from the 2020-2021 and 2021-2022 fiscal year plan changes, annual trends, capitation, medical expenses, and fixed fees—information presented on the HMO Pool Point and increasing the pooling point deductible level.

The 2023-2024 renewal rates for Blue Shield medical programs across the board for Traditional, Marketplace, and Chartersafe (Trio, Access+, PPO, and Tandem PPO): +2.76% increase. Increased HMO pooling point from \$275K to \$325K—the Medicare Advantage Prescription Drug renewal rate: +6.5% increase.

Members of the Executive Committee had an open discussion on the CSEBA investment amount and how the JPA brought forth that number for consideration for CSEBA to attract prospective members to the programs. Suppose the proposed options were within the national renewal trend. There were additional questions about CSEBA investing during this renewal year versus past years. The response was that the program has a large



surplus, an excellent opportunity to reinvest, thus reducing the rate option. There was additional discussion regarding medical utilization and whether we see an average trend or whether the numbers continue to reflect COVID-19 recovery numbers.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval of the 2023-2024 Blue Shield of California Renewal Rates:

- Traditional, Marketplace, and Charter Schools at 2.76%
- Increase HMO pooling point from \$275K to \$325K
- Medicare Advantage Prescription Drug at 6.5%

Motion: Dr. George Landon - Second: Rob Roberts

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

7.6.6 KAISER PERMANENTE

Yu Wen, Aon Consulting, presented the proposed 2023-2024 medical rates. Yu reviewed the 2021-2022 Kaiser Permanente experience recap with a business update with the Executive Committee. The information compared the CSEBA pool's per capita claims versus the Kaiser Permanente book of business trend of the same period. The CSEBA's utilization increase was primarily driven by inpatient and pharmacy claims. A few high-cost claimants hospitalized COVID-19 patients will drive up inpatient costs but are consistent with other school districts with Kaiser Permanente.

Members of the Executive Committee addressed Lisa Moreno with questions regarding the Kaiser Permanente budgets and other financials. Justin Cao also provided information on the last few years of Kaiser Permanente's financials and the impacts on their operating costs, including COVID-19. supply chain, and labor shortages. CSEBA has a long-standing relationship with Kaiser and offers a one-time incentive credit for the 2023-2024 renewal year to reduce the rate percentage. However, any future incentives are contingent on future membership growth in Kaiser Permanente from one specific school district.

President Lopez called for a motion to approve and forward to the Board of Directors as presented for final approval of the 2023-2024 Kaiser Permanente Renewal Rates:

- Traditional and Marketplace at 9.14%
- CharterSafe at 7.45%
- KPSA Medicare Advantage at -8.25%

Motion: Heidi Ober - Second: Russell Levine

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.



8.0 <u>INFORMATION/DISCUSSION</u>

8.1 UPDATE TO BLUE SHIELD RX SPECTRUM MAIL ORDER PHARMACY

Jesseca Nixon, Blue Shield of California, reported new information on the Blue Shield Rx Spectrum Mail Order Pharmacy. The Executive Committee approved a change to the Trio and Tandem prescription drug plans at the November 17, 2021, meeting. As a result, Blue Shield implemented the approved Rx Spectrum plan design for Trio and Tandem members effective July 1, 2022.

Due to an implementation oversight, some members did not experience the Level A Pharmacy copay. Through December 31, 2022, this discrepancy impacted 115 members in 21 school districts with 427 claims of approximately \$4,500. Each additional month beyond December 31, 2022, will add a minor dollar impact.

Jessica presented the proposed solution:

- Blue Shield is implementing a correction through the CVS system to adjust any mail order claim received after 7/1/22.
- CSEBA will prepare a communication to the impacted Districts in advance of the reimbursement to the member.
- Blue Shield will cut checks for the remediations to each member affected and include a generic letter.
- Blue Shield will absorb the impact of the total claims and not charge CSEBA for the claim costs.
- Blue Shield will update the microsite with updated summaries for impacted 2022 Trio/Tandem plans.

8.2 COVID-19 UPDATES

8.2.1 KAISER PERMANENTE

Lisa Moreno gave an in-depth report on Kaiser Permanente's utilization, testing, hospitalization, and vaccinations forb COVID-19 and RSV. In addition, Lisa gave information on how to access COVID-19 testing and reviewed the implementation process of vaccines across California.

CSEBA paid claims and utilization data from January 2022 through December 2022 showed the following:

- Overall claims average \$18.50 PMPM
- CSEBA's 2022 large inpatient claims were above \$6 million.
- Inpatient PMPM increased from \$26.71 in August to \$15.39 in December
- Outpatient claims have increased by +\$300K, and emergency room claims are up by +\$200K.
- Of the \$5,721,948 total paid claims, the two highest months were \$1,573,547 paid in January of 2022 and \$1,010,724 in May of 2022
- CSEBA had 15 claims over \$150,000 in August and ten claims over \$150,000 in December.



Renewal will include claims from October 2021 through September 2022

Testing

- Overall, in 2022 positive test rate was 6.1% of those tested, which is on par with the KP regional average of 7.1%
- Higher spikes include January, November & December 2022, where positive test results ran on average between 13.1% and 14.4%

Members can complete an e-visit on kp.org or on the mobile app to get online COVID-19 advice, treatment, and testing appointments. Members can also call the Kaiser Permanente appointment and advice line.

To schedule vaccine appointments, please visit <u>kp.org/covidvaccine</u> to check availability and book appointments, or go to <u>myturn.ca.gov</u> for available vaccination appointments near you.

Respiratory syncytial virus (RSV) Update

Respiratory syncytial virus (RSV) is a common respiratory virus that causes cold-like symptoms in children and adults. Symptoms usually go away on their own in one to two weeks. Most children will get an RSV infection with mild symptoms by age two. But for some children under one year of age, RSV can develop into more severe conditions like bronchiolitis (swelling of the small airways in the lungs) or pneumonia (infection of the lungs).

Why are more children becoming severely ill from RSV?

In the winter of late 2020 into early 2021, there were almost no cases of RSV. However, some children with RSV are severely ill today. They lacked natural protection because their immunity had lessened, or they were not exposed to respiratory viruses before the pandemic.

Is RSV a new virus?

No. Almost all children get an RSV infection by their second birthday.

Symptoms of RSV usually appear within 4 to 6 days after infection and include:

- Congested or runny nose
- Decreased appetite
- Coughing
- Sneezing
- Fever
- Moderate wheezing

How long is RSV contagious?

People infected with RSV are usually contagious for 3 to 8 days.



How do I get care for my child?

If your child becomes ill with flu or cold symptoms, you have many ways to get care. Visit kp.org/getcare for more information. You can also call 1-833-574-2273 (TTY 711) to schedule a visit or leave a non-urgent message for your doctor or care team. To add your children to your kp.org account, visit kp.org/actforfamily.

Flu Shots and Clinic Updates:

- Flu Retail Partnership Not Available This Year
- Members can pay out-of-pocket to get a flu shot at a pharmacy outside of Kaiser Permanente. However, flu shots received outside of Kaiser Permanente are not reimbursable.
- Members can visit kp.org/flu and select their region to find flu shot locations and hours. Flu shot start dates may vary depending on location.
- Southern California Members can also receive the no-cost flu shot at one of the Target Clinic locations serving Kaiser Permanente members throughout Southern California. Go to www.kptargetclinic.org to find a list of locations.

COVID-19 Testing and Vaccination Updates

Kaiser Permanente will continue to follow federal regulations that require no out-of-pocket cost-sharing for all COVID-19 diagnostic and screening testing for members through the end of the national public health emergency, extended to May 15, 2023.

Kaiser Permanente is working to provide easy options for members to receive a COVID-19 vaccine booster. While there's been a nationwide delay in the supply of the Moderna booster, Kaiser expects they will become available over the next few weeks. In the meantime, members can choose the Pfizer vaccine booster even if they previously received Moderna. Both vaccine boosters offer safe and effective protection against COVID-19.

For more information, call our 24/7 KP COVID-19 Infoline at 1-855-550-0951 (available in English and Spanish) for regular recorded updates.

CSEBA and the Kaiser Permanente teams will continue to monitor and bring the Executive Committee COVID-19 updates.

8.2.2 BLUE SHIELD OF CALIFORNIA

Jesseca Nixon provided an update on Blue Shield of California's utilization, testing, hospitalization, and vaccinations for COVID-19 and RSV. The information presented provided current access to COVID-19 testing and the implementation of vaccines across California.

As an update to the previous presentations, Blue Shield's reporting for COVID-19 produced the following results for CSEBA members through January 2023:



- The testing/Positivity rate continues to decline.
 - As of week 2/1/23, testing for all districts and plans has 1 test and 0 positivity. The utilization of home test kits does not indicate 0 positive members amongst the populations. Blue Shield expects this trend to continue in future reporting.
 - o Partial vaccinations declined, and fully vaccinated increased.
 - Vaccination boosters are increasing.
 - There are currently 0 new persons receiving inpatient care since the last report.
- COVID-19 testing availability:
 - Blue Shield can help with self-test bulk requests contact the Account Team for details.
 - Engage with one of the out-contracted labs for employer testing:
 - Flugent, LabCorp, Quest, Color, and IMD pathology can recommend in-network testing vendors/sites

As an update to the previous presentations, Blue Shield's reporting for COVID-19 produced the following results for CSEBA members through December 2022 (Q4):

Total Tests 34,907 Inpatient Admissions 88 Total Paid \$5,063,000

A further breakdown of the testing through December 2022 shows the following between the two plans:

PPO Tests HMO Tests
Total Tests 5,196 9,349
Total Paid \$467,011 \$3,037,253
Unique Claimants 1,369 35,282
Average paid per test \$85 (up from \$82) \$77 (down from \$83)

COVID-19 Vaccinations (Total Members – 17,436)

Total 11,823
Total % of Members 94.5% (fully vaccinated)
YTD Fully 11,167
YTD Partial 656



Respiratory Syncytial Virus (RSV)

CDC reports increased RSV detections and RSV-associated emergency department visits and hospitalizations in multiple U.S. regions, with some areas nearing seasonal peak levels.

RSV is a common respiratory virus that usually causes mild, cold-like symptoms. Most people recover in a week or two, but RSV can be severe, especially for infants and older adults. RSV is the most common cause of bronchiolitis (inflammation of the small airways in the lung) and pneumonia (infection of the lungs) in children younger than one year of age in the United States.

If the service is medically necessary, RSV testing and treatment are covered under all BSC HMO and PPO plans; however, no preventive testing options are available.

For District resources and more information, please go to the Blue Shield of California microsite for CSEBA: www.blueshieldca.com/cseba

CSEBA and the Blue Shield of California will continue to monitor the COVID-19 pandemic and give the Executive Committee updates.

8.3 STAFF REPORTS

8.3.1 FINANCIAL OFFICER'S INVESTMENT REPORT

CFO Yolanda Comer provided an overview of the financial activities of the pool and the current activities of the JPA financial office.

The California Schools Employee Benefits Association JPA assets are maintained in the San Bernardino County Treasury and the Local Agency Investment Fund (LAIF) in Sacramento, administered by the State Treasurer's Office.

San Bernardino County's investment pool comprises property tax dollars and local government agency funds. Together, they constitute the treasury for all the County's school districts, community college districts, and many special districts. The Treasurer is responsible for holding and safely investing the pooled funds for the County and over 200 local agencies depositing funds into the pool.

Expert management and conservative policies have earned the County's \$12.6 billion investment pool AAAf/S1 ratings from an independent credit-rating firm, Fitch Ratings, earning the highest possible rating for an investment pool of this type. Interest earned from investment funds is included in the proposed budget and used to offset administration costs.

8.3.2 FINANCIAL OFFICER'S SELF-INSURED PLAN UTILIZATION

The CSEBA JPA provides medical, dental, and vision healthcare coverage to the employees of the participating member school districts. As a self-insured entity for some



group plans, CSEBA assumes the financial risk for providing health care benefits, using a third-party administrator to process the claims. The economic outlook of the 2022-2023 CSEBA self-insured Blue Shield of California, Delta Dental, VSP, and EyeMed plans are reported to the Executive Committee quarterly and at the Board of Directors meetings.

The report includes a summary of revenues and expenses based on rates approved by the Board of Directors. The expenditure totals include reasonable estimates of IBNP based on a percentage of claims paid month-over-month after the service has been performed. The report also consists of an exception that the projected ending balance is an estimate due to unexpected utilization volatility.

8.3.3 EMPLOYEE BENEFIT MANAGER REPORT

Britany Wooten, Employee Benefits Manager, reported current activities within the employee benefits department focused on customer service and membership support.

Britany reviewed the events that occurred from October 2022 through January 2023:

- Insurance Committee Meeting Support
- o Chapter Meeting Attendance
- Benefit Administration Staff Trainings
- o Health Fairs and Special Events
- Open Enrollment Planning July Renewals
- Dependent Verification Audits
- o Flu Shot Clinics

8.4 AB 361 APPLICATION RALPH M. BROWN ACT

CEO Gonzales reported that the AB 361 sections of the Brown Act were suspended during the California State of Emergency to relax protocols for public agency meetings. The Governor announced that the State of Emergency would end on February 28, 2023. That means the former pre-pandemic Brown Act meeting requirements will be in place under Government Code section 54953(b) for remote and teleconference attendance.

Effective March 1, 2023, the Board of Directors, the Executive Committee, and the Standing Committees can continue to have remote attendance and teleconferencing subject to the following requirements:

- Anyone attending remotely by video or teleconference must provide their physical location and address for posting on the agenda 72 hours before a regular meeting or 24 hours before a special meeting.
- Anyone to attend and participate remotely must be within the jurisdiction of CSEBA or CSRM, which we view statewide. The location must be fixed and accessible to allow public attendance (no moving cars, locked office doors).
- Suppose an emergency arises where an intended attendee cannot make it to the physical meeting and, at the last minute, wants to participate remotely. In that case,



the requirements of AB 2449 apply and require specific findings by the public agency with a limited number of emergencies.

8.5 AON CONSULTANT REPORT

President Lopez shared that Dr. Mark Dundee wasn't available to present the information during today's meeting, but the information is in the agenda packet for review.

9.0 EXECUTIVE COMMITTEE COMMUNICATIONS

- 9.1 PROPOSED/FUTURE AGENDA ITEMS
- 9.1.1 WEBSITE ENHANCEMENT WITH LINKS AND FAQ (INFO, PROGRAMS, LIFE EVENTS)
- 9.1.2 CSEBA UNIVERSITY AND BOOTCAMP 101 WITH AMERICAN FIDELITY
- 9.1.3 MEMBER LOYALTY PROGRAM
- 9.1.4 INFORMATION ON HEALTHY KIDS/FAMILIES INITIATIVES

9.2 EXECUTIVE COMMITTEE COMMENTS

President Lopez thanked the members of the Executive Committee for their confidence in her to select her as CSEBA President. Nonnie Compton thanked Kimberly Escandon for the training and support she provides members. Russell Levine warmly thanked everyone for their support during his time as CSEBA President.

Heidi Ober shared that the March 29, 2023, scheduled Executive Committee meeting fell on her district's Spring Break and wondered if anyone another Executive Committee member was in the same situation. CEO Gonzales shared that he would have Teresa Saenz poll the members of the Executive Committee for their availability on that day and to ensure a quorum for the meeting.

9.3 CSEBA PARTNER COMMENTS

President Lopez asked if any partners had any final comments, but there were none.

10.0 COMMUNICATIONS

- 10.1 2022-2023 TLI SCHEDULE
- 10.2 CSEBA 2023-2024 PRODUCT OFFERINGS AND RENEWALS FAQs
- 10.3 KAISER PERMANENTE FAQs

President Lopez shared that all the information could be reviewed in the agenda packet.

11.0 FUTURE MEETINGS

- 11.1 FUTURE EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS MEETINGS AND EVENTS
- 11.2 FUTURE AD HOC, SUB-COMMITTEE, OR FOCUS GROUPS
- 11.3 NON-JPA CONFERENCES AND EVENTS

President Lopez shared that all the information could be reviewed in the agenda packet.

12.0. ADJOURNMENT TO CLOSED SESSION



"A Closed Session Meeting is now required. Matters to be discussed are those permitted by Government Code Sections 54956.8, 54956.9, 54956.95, 54957, and 54957.6 – Personnel, Litigation and/or Real Property." The following items will be discussed in closed session: NONE.

13.0 ADJOURNMENT

President Lopez called for a motion to adjourn the February 15, 2023, CSEBA Executive Committee meeting at 11:44 a.m.

Motion: Heidi Ober - Second: Debbie Girgenti

Ayes: Dr. Angelica Lopez, Nonnie Compton, Carl Strub, Eric Hart, Russell Levine, Heidi

Ober, Dr. George Landon, Rob Roberts, Debbie Girgenti

Nays: None

Abstentions: None

Motion carried by a unanimous vote of the CSEBA Executive Committee.

Public Record Inspection Location:

1950 South Sunwest Lane, Suite 100, San Bernardino, CA 92408

Item 6.1 Roundtable Discussion: Stability of a Pool

Strategic Goal Initiatives

| ⊠Financial Performance | Optimize financial resources for long-term stability and sustainability |
|--------------------------------|---|
| ⊠Member Growth, Retention | Maximize member growth, retention, and satisfaction |
| ⊠Operational Excellence | Deliver operational excellence in all areas of our organization |
| ⊠People and Culture | Attract, retain, and develop a diverse, engaged, and mission- |
| | focused team that reflects the communities in which we serve |

Background

Public entity pools, such as CSEBA, have distinguished themselves because they are member-owned, member-driven, and member-governed organizations. Pooling works because it enables and empowers member services while providing coverage and long-term pricing stability.

Since the inception of the pool, CSEBA has grown operationally and in membership, to meet the service and insurance coverage needs of its stakeholders. Pools such as CSEBA think, grow, and innovate to meet member needs and operate at a high level. When it realizes its full potential, CSEBA operations, and board members work collaboratively to enable the JPA to make timely adjustments and advancements when appropriate.

Issues & Key Findings

CSEBA is an extension of the district membership it serves and a great example of how knowledge can be shared to provide: tailored insurance solutions, customer support services, and long-term pricing stability. There are five (hierarchy) levels of pooling needs.

- **Foundational**: Articles of incorporation, bylaws, and member agreements. Governing body to oversee its priorities. The pool has operating structures and systems in place to make decisions, issue payments and pay claims.
- **Security**: Baseline level of sustainability. Protect member assets and maintain the pool's overall operations. There is stability and sustainability beyond the start-up phase.
 - Pool has underwriting guidelines for new members and defined practices for pricing new and renewing members. The pool can obtain adequate reinsurance and plans for operational sustainability in the face of significant contingencies.
- Affinity: Build member relationships and engagement. The pool has a regular review process, formal or informal, to ensure the pool is meeting member needs, including coverage and services. The pool's organizational documents have been reviewed to sustain long-term membership in the pool.
- **Esteem**: Pool is seen as an advocate and go-to resource. Members ask for help, advice, direction, and service in a variety of areas.

The pool has financial resources and capital that can withstand multiple bad years without the need to assess members or make drastic changes.

 Pool Actualization: Pool reaches full potential. Operations allow for adaptations and evolution when necessary. Its governing body functions at a generative level, offering useful comments to propel the pool forward. Pool members speak positively about the pool, its coverage and services, its staff, and overall outcomes.

Listed below are discussion points of interest or questions for the Executive Committee's consideration:

- What role does trust play as it relates to the organization's future?
- Discuss the importance of accountability in creating a strategy that will help the organization achieve a goal?
- How can CSEBA adapt and cope with sudden and dramatic change?
- Discuss the importance of communication between leadership and the Executive Committee members to address organizational weaknesses and opportunities?
- What best practices are necessary for course correction to avoid pool insolvency?

| iscal Impact |
|-------------------------------|
| ☑None ☑Indirect ☑Direct |
| Staff Recommendations |
| Information Only |
| _Action Item X |
| EC Approved |



- **Foundational**: Articles of incorporation, bylaws, and member agreements. Governing body to oversee its priorities.
 - The pool has operating structures and systems in place to make decisions, issue payments and pay claims.
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- **Esteem**: Pool is seen as an advocate and go-to resource. Members ask for help, advice, direction, and service in a variety of areas.
 - The pool has financial resources and capital that can withstand multiple bad years without the need to assess members or make drastic changes.



- **Pool Actualization**: Pool reaches full potential. Operations allow for adaptations and evolution when necessary.
 - o Its governing body functions at a generative level, offering useful comments to propel the pool forward. Pool members speak positively about the pool, its coverage and services, its staff, and overall outcomes.



- What role does trust play as it relates to the organization's future?
- Discuss the importance of accountability in creating a strategy that will help the organization achieve a goal?
- How can CSEBA adapt and cope with sudden and dramatic change?
- Discuss the importance of communication between leadership and the Executive Committee members to address organizational weaknesses and opportunities?
- What best practices are necessary for course correction to avoid pool insolvency?

Item 7.1 Approve the 2023-2024 Administrative Agent Agreement

Strategic Goal Initiatives

| Brand Awareness | Develop an organizational culture that achieves program sustainability. |
|--------------------|---|
| ⊠Finance | Optimize financial resources for long-term stability. |
| Membership | Retain and grow membership. |
| Technology | Utilize technology to optimize member experience. |
| Programs | Develop and implement innovative, cutting-edge programs that |
| | effectively meet member's needs. |
| Service | Deliver exceptional customer service to all members. |

Background

The San Bernardino County Superintendent of Schools (SBCSS) serves as the administrative agent for the California Schools Employee Benefits Association (CSEBA) Joint Powers Authority. As such, the administrative agent provides business support and account services subject to the direction of CSEBA. The services include personnel, purchasing, accounting, record retention, and technology services. The fees to pay for services rendered by SBCSS are mutually agreeable to both parties pending a signed administrative agreement.

Issues & Key Findings

The 2023-2024 administrative agent agreement was reviewed by both parties, including JPA counsel Robert Feldhake. The agreement represents the mutually agreeable responsibilities of each party including the administrative services provided to support the day-to-day operations of the JPA staff and the Board of Directors. The agreement recites the responsibilities by the following categories:

- Responsibilities of the Superintendent
- Responsibilities of CSEBA
- Superintendent's Compensation
- Ownership of Records

The duration of the agreement is for the fiscal year 2023-2024.

Attached is Item 7.1a which includes a copy of the 2023-2024 Administrative Agent Agreement Attached is Item 7.1b which includes information from staff.

| Fiscal Impact | |
|--|--|
| ⊠None □Indirect □Direct | |
| Staff Recommendations | |
| ☐ Information Only ☐ Action Item ☐ EC Approved Date | |

Approve the 2023-2024 Administrative Agent Agreement.



ADMINISTRATIVE AGENT AGREEMENT AGREEMENT NO. 23/24-0014

THIS AGREEMENT, made and entered into this 1st day of July 2023, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "SUPERINTENDENT", and California Schools Employee Benefits Association, a California Joint Powers Authority, hereinafter called "CSEBA".

RECITALS

WHEREAS the **CSEBA** is authorized and able under the California Government Code, and expressly empowered pursuant to its Joint Powers Agreement ("JPA Agreement") to obtain and administer employee benefits for its member agencies; and

WHEREAS, the **CSEBA** is authorized to enter into any and all contracts necessary and appropriate to carry out its purpose and functions; and

WHEREAS, the JPA Agreement authorizes the **CSEBA** to enter into an Administrative Agreement with a public agency, which may be a CSEBA Member, to provide support and day-to-day operations for **CSEBA**, as directed by the Governing Board and/or Executive Committee: and;

WHEREAS, CSEBA has requested, and SUPERINTENDENT has agreed and is able to provide CSEBA with various and enumerated administrative, financial and clerical services; and

WHEREAS, the **SUPERINTENDENT** has and will employ a Chief Executive Officer ("CEO") subject to **CSEBA'S** approval, to serve **CSEBA** as directed by **CSEBA**; and

WHEREAS, it is the purpose of this Agreement and the intent of the **SUPERINTENDENT** to provide such services to **CSEBA** as requested and on the terms recited.

NOW, THEREFORE, SUPERINTENDENT and CSEBA mutually agree as follows:

1. Responsibilities of **SUPERINTENDENT**

- a. **SUPERINTENDENT** shall provide the following services as an Administrative Agent to **CSEBA**, subject to the direction of **CSEBA** and as requested:
 - 1) Retain business records of **CSEBA** and make them available to **CSEBA** and its designees, vendors and representatives in accordance with the law, JPA Agreement, Bylaws and **CSEBA** Policies.
 - 2) Provide general business support and accounting services.
 - 3) Provide purchasing services, including but not limited to bids, RFP'S, RFQ'S and contract review.
 - 4) Provide personnel services in accordance with the policies and procedures of **SUPERINTENDENT** and applicable law.
 - 5) Process deposits of premiums, refunds, and overpayment of premiums.
- b. On a mutually agreeable cost reimbursement or direct bill basis, **SUPERINTENDENT** shall provide the following services to **CSEBA** subject to the direction of **CSEBA** and as requested:
 - 1) Internal audit services.
 - 2) IT support for computer equipment utilized by **CSEBA**.
 - 3) Courier services.
 - 4) Printing and copying.

5) Other operational services as requested by CSEBA and as agreed to be performed by **SUPERINTENDENT**.

2. Responsibilities of **CSEBA**

- a. **CSEBA** will coordinate with **SUPERINTENDENT** as to requested services under this Agreement and provide direction as to specific services needed.
- b. **CSEBA** will review and approve any proposed CEO for **CSEBA**, as well as any other proposed assigned employees of **SUPERINTENDENT** to provided services to **CSEBA**, which CEO and employees shall continue in such capacities subject to the approval and satisfaction of the Governing Board and/or Executive Committee of **CSEBA**. However, it is expressly understood and agreed by the parties that such employees may only be disciplined and released or terminated in accordance with the applicable law and **SUPERINTENDENT's** policies and procedures, and certain personnel matters may be confidential and revealed only to the extent the information is necessary and relevant to **CSEBA** governance, operations and continued approval of assigned employees of **SUPERINTENDENT**.
- c. **CSEBA** will have CEO or other authorized designee sign contracts in compliance with the Ralph M. Brown Act and pursuant to action taken by the Governing Board and/or Executive Committee in accordance with the JPA Agreement and Bylaws of **CSEBA**.
- d. **CSEBA** shall prepare and furnish to **SUPERINTENDENT** upon request such information as is reasonably necessary to the performance of **SUPERINTENDENT'S** work under this Agreement and as requested of the **SUPERINTENDENT** by **CSEBA**.
- e. To the extent employees of **SUPERINTENDENT** are assigned to provide services to **CSEBA**, **CSEBA** will defer to and not interfere with **SUPERINTENDENT'S** policies and procedures on employment, provided **CSEBA** may, in its discretion, directly employ individuals and adopt such policies and procedures as to those direct employee hires as the Governing Board and/or Executive Committee may desire, consistent with California law.
- f. SUPERINTENDENT recognizes CSEBA'S status and authority as a joint powers authority under California law, and ability to act pursuant to the JPA Agreement and Bylaws, and CSEBA recognizes the authority of SUPERINTENDENT as to those policies and procedures governing assigned employees performing SUPERINTENDENT'S services under this Agreement.

3. **SUPERINTENDENT'S** Compensation and Payment Thereof

- a. During the term of this Agreement, CSEBA shall pay SUPERINTENDENT for services rendered by the SUPERINTENDENT at the current indirect cost rate established by the California Department of Education as applied to CSEBA'S total annual operating expenses. SUPERINTENDENT shall provide CSEBA for review and approval an invoice or summary of the proposed billing, which CSEBA shall review and approve prior to July 15 of the new fiscal year. CSEBA shall promptly notify SUPERINTENDENT of any billing issues or questions, which the parties shall address and resolve. Payment shall be made by transfer on or about July 30 each year for the prior fiscal year.
- b. **CSEBA** shall pay the total of all costs for services provided to **CSEBA**. Such costs may include but are not limited to janitorial, equipment, security, data processing, salaries and benefits of staff, and insurance, rent and facilities management.
- c. All invoices and payments to **SUPERINTENDENT** shall be subject to Governing Board and/or Executive Committee review and approval.

4. Ownership of Records

CSEBA has and shall at all times own and maintain ownership of all products, files, records, computations, studies and other materials and data prepared or obtained by CSEBA, directly or through third party consultants, vendors and others, generally and in connection with this Agreement. SUPERINTENDENT may maintain copies of records that may be required for professional liability insurance purposes, personnel and required professional practices, and CSEBA shall provide SUPERINTENDENT with such records upon request. SUPERINTENDENT shall maintain ownership of and responsibility for all personnel records required by law and in accordance with this Agreement.

5. **Duration of Agreement**

- The Agreement shall commence on July 1, 2023, and shall continue through June 30, 2024, unless terminated by SUPERINTENDENT or CSEBA in accordance with this section.
- b. This Agreement may be terminated by **SUPERINTENDENT** or **CSEBA** as follows:
 - 1) On written notice of 90 calendar days by the **SUPERINTENDENT** to **CSEBA**;
 - 2) On written notice of 90 calendar days by CSEBA to SUPERINTENDENT, provided that CSEBA may elect to terminate some but not all of the services to be provided under this Agreement at any time; or
 - 3) In the event one of the parties to this agreement no longer exists.

6. Successors and Assigns

This agreement shall not be assignable except with written consent of both parties, which either party is free to give or withhold in its sole discretion. CSEBA agrees that in the event CSEBA is merged or consolidated with another public agency, such successor agency shall assume all obligations for payment of the outstanding unpaid amount of all expenses owed **SUPERINTENDENT** under this agreement.

7. Claims and Disputes

Claims, disputes, or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach hereof shall be initially informally addressed through direct negotiation between the CSEBA and SUPERINTENDENT, subject to the approval of the Governing Board and/or Executive Committee. In the event the matter cannot be resolved through informal means; claims, disputes, or other matters in question between the parties to this Agreement shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation acceptable to both parties, prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties.

8. Mutual Hold Harmless

- **CSEBA** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the SUPERINTENDENT, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the CSEBA in the performance of this contract. It is understood that direct employees, consultants, and any subcontractor of the CSEBA in its performance under this contract are not agents or employees of the SUPERINTENDENT. Furthermore, SUPERINTENDENT, it's agents or employees, and officers, will be held harmless for any actions taken by the CEO pursuant to the authority delegated to the CEO under the CSEBA JPA Agreement, Bylaws and Policies and performed by the CEO in the course and scope of the CEO's services for CSEBA and as authorized or delegated by CSEBA's governance documents and direction of the Governing Board and Executive Committee.
- b. SUPERINTENDENT agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the CSEBA, its agents, employees, directors, officers, Governing Board and Executive Committee against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any breach or negligent act or omission of

SUPERINTENDENT in the performance of this Agreement. Furthermore, CSEBA will be held harmless for any actions taken by the CEO pursuant to direction received by the CEO from SUPERINTENDENT unless the same direction has been provided by CEO by the Governing Board and Executive Committee.

9. Conflict of Interest

This Agreement is subject to the provisions of Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §1835, and all California laws relating to conflicts of interest involving contracting with public agencies and public officials, which provisions and statutes are incorporated by reference as part of this Agreement. **SUPERINTENDENT** covenants and represents that it presently has no interest, directly, indirectly or through a third party or affiliated entity, including but not limited to, interests in other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUPERINTENDENT further covenants that in the performance of this agreement, no person having any conflicting interest with that of the CSEBA shall be employed or retained by it under this agreement or shall provide any services. SUPERINTENDENT understands that in contracting with CSEBA, a public agency, public agencies and officials may not have conflicts of interest in discussing, acting upon or approving this Agreement, and any SUPERINTENDENT with an actual or potential conflict is obligated to disclose it. Any and all actual or potential conflicts of interest should be reported in writing immediately to CSEBA'S CEO.

10. Amendments

This Agreement may only be modified or amended by a later written document executed by the parties and reciting an intention to amend this Agreement.

11. **Entire Agreement**

This Agreement contains all of the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

| SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS | CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION |
|---|--|
| Kevin Garcia, Program Manager | |
| Procurement and Warehouse Services Date: | Date: |



2023-2024 Administrative Agent Agreement

- No material changes from the prior year's agreement
- Responsibilities of the Superintendent
 - Record retention
 - Business and Accounting support
 - Purchasing Services
 - Personnel Services
 - Information Technology Support
- Responsibilities of CSEBA
 - CEO: Authorized designee to sign contract(s)
 - Comply with Superintendent's policies and procedures on hiring employees
 - o Dual recognition:
 - CSEBA JPA under California law
 - Superintendent's authority to govern assigned employees of CSEBA



2023-2024 Administrative Agent Agreement

- Superintendent's Compensation
 - o Pay for services provided using the current indirect cost established by CDE
 - FY 2021-2022: 7.85%
 - FY 2022-2023: 8.95%
 - FY 2023-2024: 8.50%
- Ownership of Records
 - CSEBA maintains ownership of records



Recommended Motion: Agenda Item 7.1

Approve the 2023-2024 Administrative Agent Agreement

Item 7.2 Approval of New Membership

Strategic Goal Initiatives

| ☐Brand Awareness | Develop an organizational culture that achieves program sustainability. |
|------------------|---|
| ⊠Finance | Optimize financial resources for long-term stability. |
| ⊠Membership | Retain and grow membership. |
| ☐Technology | Utilize technology to optimize member experience. |
| Programs | Develop and implement innovative, cutting-edge programs that effectively meet member's needs. |
| ☐ Service | Deliver exceptional customer service to all members. |

Background

CSEBA operates in an environment that allows public school districts (prospects) to join the JPA as a member of the pool. The underwriting process for admitting a public school district into the pool includes determining the risks of insuring a prospective district.

The process of underwriting includes the CSEBA Underwriting Guidelines that are used to make decisions regarding the acceptance, modification, or rejection of a prospective school district.

CSEBA responded to the RFP issued by Hesperia Unified School District and Victor Elementary School District. The process involved working with the district broker to submit the requested information.

Issues & Key Findings

CSEBA was informed by the district broker of the successful RFP response. CSEBA was selected to provide medical and life insurance coverage (Blue Shield of California, Kaiser Permanente and Voya) to Hesperia Unified School District Certificated population and medical insurance coverage (Blue Shield of California and Kaise Permanente) to Victor Elementary School District Classified and Management population effective July 1, 2023. Included are the following enrollment metrics:

Hesperia Unified School District - Certificated

• Total Membership – 1031 Employees

Victor Elementary School District – Classified, Management, and Montessori

Total Membership – 384 Employees

Attached is Item 7.2a which includes information on approval of new membership.

| <u>Fiscal Impact</u> |
|--|
| □None □Indirect □Direct |
| The Blue Shield of California and Voya programs will increase in revenue and expenditures. |
| Staff Recommendations |
| ☐Information Only ☐Action Item |
| EC Approved |
| Date |

Approve Hesperia Unified School District Certificated population and Victor Elementary School District Classified, Management, and Montessori population into CSEBA programs effective July 1, 2023.



Approval of New Membership

- Approve adding Hesperia Unified School District to the following programs effective July 1, 2023
 - Certificated population 1031 employees
 - Blue Shield of California
 - Kaiser Permanente
 - Voya Basic and Supplemental Life and AD&D



Approval of New Membership

- Approve adding Victor Elementary School District to the following programs effective July 1, 2023
 - Classified, Management and Montessori population 384 Employees
 - Blue Shield of California
 - Kaiser Permanente



Recommended Motion: Agenda Item 7.2

- Approve adding Hesperia Unified School District to the following programs effective July 1, 2023
 - Blue Shield and Kaiser Permanente Medical Programs
 - Voya Basic and Supplemental Life and AD&D
- Approve adding Victor Elementary School District to the following programs effective July 1, 2023
 - Blue Shield and Kaiser Permanente Medical Programs

Item 7.3 Approval of the 2022-2023 Budget Revision

Issues & Key Findings

The CSEBA JPA Board of Directors approves a budget and establishes rates and funding levels for all programs annually. The preliminary budget is brought to the board prior to June 30. Mid-year adjustments are allowed and incorporate any changes in assumptions or projections made after the approval of the preliminary budget.

the pool. The Financial Officer will report to the committee on the activities of the financial office.

Attached is Item 7.3a which includes information on the 2022-2023 Budget Revision

| Fiscal Impact | |
|--------------------------|----------------|
| ⊠None ⊟Indirect | |
| Direct | |
| Staff Recommen | <u>dations</u> |
| Information O | nly |
| $oxed{oxed}$ Action Item | |
| EC Approved | |
| | Date |

Approve the 2022-2023 Budget Revisions and forward them to the Board of Directors for approval.

California Schools Employee Benefits Association Budget Adjustments - Delta Dental Program Fiscal Year 2022/2023

| Δ DELTA DENTAL [®] | Adopted Budget | Adjustments | Revised Budget |
|-------------------------------|-------------------|-------------|-------------------|
| District Contributions | 30,612,442 | 1,499,185 | 32,111,627 |
| Interest | 100,000 | - | 100,000 |
| Operating Income | 30,712,442 | 1,499,185 | 32,211,627 |
| Purchased Insurance | 10,500 | 15,183 | 25,683 |
| Health Advocate Premium | | | 4,384 |
| Mental Health Premium | 9,750 | 5,078 | 14,828 |
| JPA Operating Services | 736,482 | - | 736,482 |
| CSEBA Broker Services | 265,000 | - | 265,000 |
| Claims Administration | 1,825,000 | 93,879 | 1,918,879 |
| Provision/IBNP Administration | 1,700 | - | 1,700 |
| Attorney Fees | 16,000 | - | 16,000 |
| Claims Paid | 25,997,010 | 770,740 | 26,767,750 |
| Provision/IBNP Claims | 150,000 | - | 150,000 |
| Other Expenses | 1,000 | - | 1,000 |
| Dividend Allocation | 1,700,000 | - | 1,700,000 |
| Operating Expenses | 30,712,442 | 889,264 | 31,601,706 |
| Net Income / (Deficit) | - | 609,921 | 609,921 |
| Equity, 7/1/2022 | | | 23,735,821 |
| Estimated Equity, 6/30/2023 | xxxxxxxxxxx | 609,921 | 24,345,742 |

California Schools Employee Benefits Association Budget Adjustments - EyeMed Program Fiscal Year 2022/2023

| eye med | Adopted Budget | Adjustments | Revised Budget |
|---------------------------------|-----------------------|----------------|-----------------------|
| District Contributions Interest | \$ 1,554,250 5,000 | \$ 48,705 - | \$ 1,602,955 5,000 |
| Operating Income | 1,559,250 | 48,705 | 1,607,955 |
| Purchased Insurance | 1,500 | 368 | 1,868 |
| JPA Operating Services | 194,047 | - | 194,047 |
| CSEBA Broker Services | 66,250 | - | 66,250 |
| Claims Administration | 124,000 | 3,881 | 127,881 |
| Provision/IBNP Administration | 250 | - | 250 |
| Attorney Fees | 1,650 | - | 1,650 |
| Claims Paid | 1,168,875 | 39,086 | 1,207,961 |
| Provision/IBNP Claims | 2,428 | - | 2,428 |
| Other Expenses | 250 | - | 250 |
| Operating Expenses | 1,559,250 | 43,335 | 1,602,585 |
| Net Income / (Deficit) | - | 5,370 | 5,370 |
| Equity, 7/1/2022 | | | 949,170 |
| Estimated Equity, 6/30/2023 | xxxxxxxxxxx | \$ 5,370 | \$ 954,540 |

California Schools Employee Benefits Association Budget Adjustments - VSP Program Fiscal Year 2022/2023

| VS <mark>P</mark> A | | Adopted Budget | Adjus | stments | Revised Budget |
|-------------------------------|-----|-------------------|-------|---------|-------------------|
| District Contributions | \$ | 2,568,729 | \$ | 37,994 | \$ 2,606,723 |
| Interest | | 10,000 | | - | 10,000 |
| Operating Income | | 2,578,729 | | 37,994 | 2,616,723 |
| Purchased Insurance | | 1,000 | | 1,074 | 2,074 |
| JPA Operating Services | | 298,938 | | - | 298,938 |
| CSEBA Broker Services | | 66,250 | | - | 66,250 |
| Claims Administration | | 225,514 | | 3,216 | 228,730 |
| Provision/IBNP Administration | | 350 | | - | 350 |
| Attorney Fees | | 2,000 | | - | 2,000 |
| Claims Paid | | 1,981,405 | | 19,628 | 2,001,033 |
| Provision/IBNP Claims | | 3,172 | | - | 3,172 |
| Other Expenses | | 100 | | - | 100 |
| Operating Expenses | | 2,578,729 | | 23,918 | 2,602,647 |
| Net Income / (Deficit) | | - | | 14,076 | 14,076 |
| Equity, 7/1/2022 | | | | | 1,338,375 |
| Estimated Equity, 6/30/2023 | XXX | xxxxxxxx | \$ | 14,076 | \$ 1,352,451 |

California Schools Employee Benefits Association Budget Adjustments - VOYA Program Fiscal Year 2022/2023

| VOVA | Adopted | | Revised |
|-----------------------------|-------------|-------------|--------------|
| V O y/ C | Budget | Adjustments | Budget |
| District Contributions | 1,463,502 | 45,740 | 1,509,242 |
| Other Income | 340,010 | 78,230 | 418,240 |
| Interest | 10,000 | (5,000) | 5,000 |
| Operating Income | 1,813,512 | 118,970 | 1,932,482 |
| Purchased Insurance | 1,714,214 | (250,392) | 1,463,822 |
| JPA Operating Services | 49,298 | - | 49,298 |
| Other Expenses | 50,000 | 48,311 | 98,311 |
| Operating Expenses | 1,813,512 | (202,081) | 1,611,431 |
| Net Income / (Deficit) | - | 321,051 | 321,051 |
| Equity, 7/1/2022 | | | 2,788,022 |
| Estimated Equity, 6/30/2023 | xxxxxxxxxxx | \$ 321,051 | \$ 3,109,072 |

California Schools Employee Benefits Association Budget Adjustments - Blue Shield Program Fiscal Year 2022/2023

| blue 🗑 of california | Adopted Budget | Adjustments | Revised Budget |
|-------------------------------|--------------------------|--------------|-------------------|
| District Contributions | 102 004 702 | 2,810,704 | 126,735,406 |
| Other Income | 123,924,702 1,500,000 | 2,010,704 | 1,500,000 |
| Interest | 40,000 | - | 40,000 |
| linterest | 40,000 | | 40,000 |
| Operating Income | 125,464,702 | 2,810,704 | 128,275,406 |
| Purchased Insurance | 150,000 | 30,324 | 180,324 |
| Health Advocate Premium | 125,000 | 7,295 | 132,295 |
| Mental Health Premium | 140,000 | 8,671 | 148,671 |
| Wellness Program | 355,000 | 45,000 | 400,000 |
| Stop Loss Insurance | 6,350,000 | 788,483 | 7,138,483 |
| JPA Operating Services | 503,475 | - | 503,475 |
| CSEBA Broker Services | 265,000 | - | 265,000 |
| Capitation Fees | 43,683,750 | 191,516 | 43,875,266 |
| Cobra Administration | 50,000 | - | 50,000 |
| District Broker Services | 150,000 | 8,204 | 158,204 |
| Claims Administration | 5,750,000 | 424,304 | 6,174,304 |
| Provision/IBNP Administration | 5,000 | - | 5,000 |
| Attorney Fees | 25,000 | - | 25,000 |
| Online Benefit Services | 575,000 | - | 575,000 |
| Claims Paid | 66,156,977 | (399,511) | 65,757,466 |
| Provision/IBNP Claims | 1,179,000 | - | 1,179,000 |
| Other Expenses | 1,500 | | 1,500 |
| Operating Expenses | 125,464,702 | 1,104,286 | 126,568,988 |
| Net Income / (Deficit) | - | 1,706,418 | 1,706,418 |
| Equity, 7/1/2022 | | | 30,456,241 |
| Estimated Equity, 6/30/2023 | xxxxxxxxxxx | \$ 1,706,418 | \$ 32,162,659 |

California Schools Employee Benefits Association Budget Adjustments - Kaiser Program Fiscal Year 2022/2023

| KAISER PERMANENTE® | | Adopted Budget | Adjustments | Revised Budget |
|--|----|-----------------------|--------------|-----------------------------|
| District Contributions Interest | \$ | 169,773,569 35,000 | 1,477,270 | \$ 171,250,839 35,000 |
| Operating Income | | 169,808,569 | 1,477,270 | 171,285,839 |
| Purchased Insurance | | 167,907,844 | 1,407,453 | 169,315,297 |
| Health Advocate Premium Mental Health Premium | | 180,000 200,000 | (1,121) | 178,879 200,000 |
| Wellness Program JPA Operating Services | | 345,000 335,975 | 26,107 | 371,107 335,975 |
| CSEBA Broker Services District Broker Services | | 66,250 67,000 | - (1,170) | 66,250 65,830 |
| Cobra Administration Attorney Fees | | 30,000 25,000 | (24,000) | 30,000 1,000 |
| Online Benefit Services Other Expenses | | 650,000 1,500 | - - | 650,000 1,500 |
| Operating Expenses | | 169,808,569 | 1,407,269 | 171,215,838 |
| Net Income / (Deficit) | | - | 70,001 | 70,001 |
| Equity, 7/1/2022 | | | | 7,219,294 |
| Estimated Equity, 6/30/2023 | XX | xxxxxxxxx | \$ 70,001 | \$ 7,289,295 |

California Schools Employee Benefits Association JPA Operating Budget Fiscal Year 2022/2023

| California Schools JPA | Adopted Budget | Adjustments | Revised Budget |
|---|---------------------|-------------|---------------------|
| Operating Income | \$ 2,285,717 | \$ - | \$ 2,285,717 |
| Operating Income | 2,285,717 | - | 2,285,717 |
| Payroll and Benefits Supplies | 1,635,512 30,000 | - | 1,635,512 30,000 |
| Contracted Services Indirect Cost @ 8.95% | 432,438 187,767 | - | 432,438 187,767 |
| Operating Expenses | 2,285,717 | - | 2,285,717 |
| Net Income | \$ - | \$ - | \$ - |

Item 7.4 Approval of 2023-2024 Proposed Budgets

| • • | |
|---------------------------------|---|
| Strategic Goal Initiatives | |
| ⊠ Finance Performance | Optimize financial resources for long-term stability and sustainability |
| | Maximize member growth, retention, and satisfaction Deliver operational excellence in all areas of our organization Attract, retain and develop a diverse, engaged, and mission- focused team that reflects the communities in which we serve |
| <u>Background</u> | |
| Executive Committee members and | continue an overall financial review in order to keep both the the Board of Directors fully informed of the financial activities of eport to the committee on the activities of the financial office. |
| Issues & Key Findings | |
| | approves a budget and establishes rates and funding levels all budget is established as a balanced budget, where the or the return of net assets. |

Attached is Item 7.4a which includes information on the 2023-2024 Proposed Budgets

| Fiscal Impact |
|-------------------------------|
| ⊠None ☑Indirect ☑Direct |
| Staff Recommendations |
| Information Only |
| ⊠Action Item |
| EC Approved |
| |

Approve the 2023-2024 Proposed Budgets and forward them to the Board of Directors for approval.

California Schools Employee Benefits Association Proposed Budget - Delta Dental Program Fiscal Year 2023/2024

| △ DELTA DENTAL® | 2021/22 Actual | 2022/23 Revised | 2023/24 Budget |
|-------------------------------|-------------------|--------------------|-------------------|
| District Contributions | 30,870,636 | 32,111,627 | 31,665,275 |
| Interest | (409,883) | 100,000 | 100,000 |
| Operating Income | 30,460,753 | 32,211,627 | 31,765,275 |
| Purchased Insurance | 29,547 | 25,683 | 27,567 |
| Health Advocate Premium | | 4,384 | 5,000 |
| Mental Health Premium | 9,725 | 14,828 | 15,000 |
| JPA Operating Services | 602,300 | 736,482 | 826,038 |
| CSEBA Broker Services | 397,500 | 265,000 | 272,950 |
| Claims Administration | 1,818,846 | 1,918,879 | 1,975,000 |
| Provision/IBNP Administration | 2,398 | 1,700 | 1,700 |
| Attorney Fees | 14,684 | 16,000 | 16,000 |
| Claims Paid | 26,097,467 | 26,767,750 | 27,140,937 |
| Provision/IBNP Claims | 48,419 | 150,000 | 150,000 |
| Other Expenses | 3,136 | 1,000 | 1,750 |
| Dividend Allocation | 1,700,000 | 1,700,000 | 1,333,333 |
| Operating Expenses | 30,724,023 | 31,601,706 | 31,765,275 |
| Net Income | \$ (263,269) | \$ 609,921 | \$ - |

California Schools Employee Benefits Association Proposed Budget - EyeMed Program Fiscal Year 2023/2024

| eye med | 2021/22 Actual | 2022/23 Revised | 2023/24 Budget |
|------------------------------------|-----------------------------|--------------------------|--------------------------|
| District Contributions Interest | \$ 1,642,365 (18,207) | \$ 1,602,955 5,000 | \$ 1,538,355 5,000 |
| Operating Income | 1,624,158 | 1,607,955 | 1,543,355 |
| Purchased Insurance | 4,797 | 1,868 | 2,000 |
| JPA Operating Services | 191,753 | 194,047 | 217,643 |
| CSEBA Broker Services | 66,250 | 66,250 | 68,237 |
| Claims Administration | 123,749 | 127,881 | 122,727 |
| Provision/IBNP Administration | 590 | 250 | 250 |
| Attorney Fees | 3,602 | 1,650 | 1,650 |
| Claims Paid | 1,122,362 | 1,207,961 | 1,128,170 |
| Provision/IBNP Claims | 6,808 | 2,428 | 2,428 |
| Other Expenses | 137 | 250 | 250 |
| Operating Expenses | 1,520,047 | 1,602,585 | 1,543,355 |
| Net Income | \$ 104,111 | \$ 5,370 | \$ - |

California Schools Employee Benefits Association Proposed Budget - VSP Program Fiscal Year 2023/2024

| vs ^o p, | 2021/22 Actual | 2022/23 Revised | 2023/24 Budget |
|-------------------------------|-------------------|--------------------|-------------------|
| District Contributions | \$ 2,515,603 | \$ 2,606,723 | \$ 2,520,995 |
| Interest | (27,906) | 10,000 | 10,000 |
| Operating Income | 2,487,697 | 2,616,723 | 2,530,995 |
| Purchased Insurance | 7,338 | 2,074 | 4,000 |
| JPA Operating Services | 296,644 | 298,938 | 335,288 |
| CSEBA Broker Services | 66,250 | 66,250 | 68,237 |
| Claims Administration | 212,256 | 228,730 | 218,358 |
| Provision/IBNP Administration | (514) | 350 | 350 |
| Attorney Fees | 4,852 | 2,000 | 2,000 |
| Claims Paid | 1,856,637 | 2,001,033 | 1,899,290 |
| Provision/IBNP Claims | (5,933) | 3,172 | 3,172 |
| Other Expenses | 177 | 100 | 300 |
| Operating Expenses | 2,437,707 | 2,602,647 | 2,530,995 |
| Net Income | \$ 49,990 | \$ 14,076 | \$ - |

California Schools Employee Benefits Association Proposed Budget - VOYA Program Fiscal Year 2023/2024

| VOYA | 2021/22 Actual | 2022/23 Revised | 2023/24 Budget |
|---|--|-------------------------------------|--------------------------------|
| District Contributions Other Income Interest | \$ 1,522,725 418,240 (35,439) | \$ 1,509,242 418,240 5,000 | 1,520,000 420,000 5,000 |
| Operating Income | 1,905,526 | 1,932,482 | 1,945,000 |
| Purchased Insurance JPA Operating Services Other Expenses | 1,476,888 57,398 43,027 | 1,463,822 49,298 98,311 | 1,789,708 55,292 100,000 |
| Operating Expenses | 1,577,313 | 1,611,431 | 1,945,000 |
| Net Income | \$ 328,213 | \$ 321,051 | \$ - |

California Schools Employee Benefits Association Proposed Budget - Blue Shield Program Fiscal Year 2023/2024

| blue 🗑 of california | 2021/22 Actual | 2022/23 Revised | 2023/24 Budget |
|-------------------------------|-------------------|--------------------|-------------------|
| District Contributions | 117,274,435 | 126,735,406 | 132,691,700 |
| Other Income | 2,845,755 | 1,500,000 | 1,500,000 |
| Interest | (533,212) | 40,000 | 40,000 |
| Operating Income | \$ 119,586,978 | 128,275,406 | 134,231,700 |
| Purchased Insurance | 179,037 | 180,324 | 200,301 |
| Health Advocate Premium | 122,319 | 132,295 | 140,913 |
| Mental Health Premium | 144,227 | 148,671 | 151,252 |
| Wellness Program | 382,244 | 400,000 | 415,000 |
| Stop Loss Insurance | 6,063,752 | 7,138,483 | 7,350,000 |
| JPA Operating Services | 496,121 | 503,475 | 564,698 |
| CSEBA Broker Services | 263,750 | 265,000 | 272,950 |
| Capitation Fees | 43,077,992 | 43,875,266 | 47,000,000 |
| District Broker Services | 141,871 | 158,204 | 160,075 |
| Cobra Administration | 49,332 | 50,000 | 55,000 |
| Claims Administration | 5,780,683 | 6,174,304 | 6,730,580 |
| Provision/IBNP Administration | (5,954) | 5,000 | 5,000 |
| Claims Auditing | 75,000 | - | 75,000 |
| Attorney Fees | 6,399 | 25,000 | 26,013 |
| Online Benefit Services | 522,999 | 575,000 | 595,016 |
| Claims Paid | 55,710,210 | 65,757,466 | 69,309,402 |
| Provision/IBNP Claims | 304,301 | 1,179,000 | 1,179,000 |
| Other Expenses | 49,366 | 1,500 | 1,500 |
| Operating Expenses | \$ 113,363,649 | 126,568,988 | 134,231,700 |
| Net Income | 6,223,329 | \$ 1,706,418 | \$ - |

California Schools Employee Benefits Association Proposed Budget - Kaiser Program Fiscal Year 2023/2024

| KAISER PERMANENTE® | 2021/22 Actual | 2022/23 Revised | 2023/24 Budget |
|------------------------------------|--------------------------------|-----------------------------|-----------------------------|
| District Contributions Interest | \$ 159,994,763 (116,093) | \$ 171,250,839 35,000 | \$ 189,139,748 35,000 |
| Operating Income | 159,878,670 | 171,285,839 | 189,174,748 |
| Purchased Insurance | 158,005,524 | 169,315,297 | 187,207,182 |
| Health Advocate Premium | 171,076 | 178,879 | 182,000 |
| Mental Health Premium | 201,717 | 200,000 | 212,000 |
| Wellness Program | 349,813 | 371,107 | 372,000 |
| JPA Operating Services | 238,471 | 335,975 | 376,829 |
| CSEBA Broker Services | 66,250 | 66,250 | 68,237 |
| District Broker Services | 53,977 | 65,830 | 67,000 |
| Cobra Administration | 10,218 | 30,000 | 32,000 |
| Attorney Fees | 1,507 | 1,000 | 1,000 |
| Online Benefit Services | 638,345 | 650,000 | 655,000 |
| Other Expenses | 5,112 | 1,500 | 1,500 |
| Operating Expenses | 159,742,010 | 171,215,838 | 189,174,748 |
| Net Income | 136,660 | \$ 70,001 | \$ - |

California Schools Employee Benefits Association Proposed JPA Operating Budget Fiscal Year 2023/2024

| 2021/22 Actual | | 2022/23 Revised | | 2023/24 Budget* |
|-------------------|---|---|--|--|
| \$ 2,179,143 | \$ | 2,285,717 | \$ | 2,584,709 |
| 2,179,143 | | 2,285,717 | | 2,584,709 |
| 1,554,233 | | 1,635,512 | | 1,933,222 |
| 436,298 | | 432,438 | | 30,000 418,998 |
| | | · | | 202,489 |
| \$ 2,179,143 | \$ | | \$ | 2,364,709 |
| \$ | \$ 2,179,143 2,179,143 1,554,233 30,000 436,298 158,612 2,179,143 | \$ 2,179,143 \$ 2,179,143 \$ 1,554,233 30,000 436,298 158,612 2,179,143 | Actual Revised \$ 2,179,143 \$ 2,285,717 2,179,143 2,285,717 1,554,233 1,635,512 30,000 30,000 436,298 432,438 158,612 187,767 2,179,143 2,285,717 | Actual Revised \$ 2,179,143 \$ 2,285,717 2,179,143 2,285,717 1,554,233 1,635,512 30,000 30,000 436,298 432,438 158,612 187,767 2,179,143 2,285,717 |

^{*} Administration budget represents .0071 of the CSEBA JPA budget (\$2,584,709 / \$361,191,073)

Item 7.5 Approval of the Aon Agreement

Strategic Goal Initiatives

| ⊠Financial Performance | Optimize financial resources for long-term stability and sustainability |
|---------------------------------|---|
| ⊠Member Growth, Retention | Maximize member growth, retention, and satisfaction |
| ⊠ Operational Excellence | Deliver operational excellence in all areas of our organization |
| ☐People and Culture | Attract, retain, and develop a diverse, engaged, and mission- |
| | focused team that reflects the communities in which we serve |

Background

Aon serves as a trusted advisor to the CSEBA JPA to help achieve the strategic goals of the organization while providing recommendations and industry resources to assist staff make operational and strategic decisions.

Aon continues to be a leading practitioner of consulting services that include a broad range of risk, retirement, and health solutions. Aon provides a primary source of expertise in the field of risk financing including the actuarial services provided to underwrite the self-insured programs and sustain a successful risk management strategy.

Issues & Key Findings

CSEBA conducted an RFP for consulting services in fiscal year 2019-2020. Aon was selected as the successful candidate and confirmed by the Board of Directors to continue consulting services while agreeing to a one-year extension that expired on June 1, 2021. In fiscal year 2020-2021, the CSEBA Board of Directors approved a two-year agreement with Aon. The agreement is set to expire on June 1, 2023.

Staff is recommending awarding Aon with a three-year extension to continue providing consulting services as outlined in the Master Service agreement and the Statement of Work. Continuing the business relationship with Aon will provide continuity in assisting staff to reach the strategic goals of the organization, as well as providing financial and underwriting stability for the long term.

The compensation for the expiring agreement is \$795k. The proposal outlines a scaled increase over the following 3 years commencing in June 2023 at 3%, June 2024 at 3.5%, and June 2025 at 4%.

Attached is Item #7.5a which includes a copy of the Aon Agreement_Second Amendment Attached is Item #7.5b which includes a copy of the Aon Master Services Agreement/SOW Attached is Item #7.5c which includes a copy of the Aon Agreement_First Amendment

| Fiscal Impact |
|---|
| None □Indirect □Direct |
| Staff Recommendations |
| ☐Information Only ☐Action Item X ☐EC Approved |
| Recommend approving the three-year extension for Aon consulting services at a step increase for each of the next three years. |



Second Amendment to that certain

Master Service Agreement ("MSA") executed May 12, 2020, and the Statement of Work with an effective date of June 1, 2020 ("SOW"), as amended pursuant to the First Amendment dated June 1, 2021 between California Schools Employee Benefits Association "CSEBA" ("Client"), and Aon Consulting, Inc., ("Aon") collectively the Parties.

This amendment ("Amendment") is entered into by the Parties as of the effective date below.

Background:

A. The Parties now wish to amend certain provisions of the Agreement to extend the term and update compensation paid to Aon during the extended term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Amendments.

- a. The Compensation section is amended to increase Aon's fixed annual fee for the years commencing June 1, 2023 and ending June 30, 2024 (referred to as year 1 in this amendment) by 3%, July 1, 2024 and ending June 30, 2024 (referred to as year 2 in this agreement) by 3.5%, and July 1, 2025 and ending June 30, 2025 (referred to as year 3 in this agreement) by 4%. The fixed annual fee shall be invoiced in equal monthly installments.
- b. The Compensation section is also amended to include an optional annual fixed fee of \$20,000 to create and maintain a manual underwriting rating process for CalPERS Districts considering transitioning to CSEBA.
- c. The Compensation section is also amended to include an optional annual fixed fee up to \$25,000 for any special projects outside of the scope services referenced in the SOW originally effective June 1, 2020, if requested in writing by the Client for any and/or all years included in this Agreement.
- d. The Terms and Conditions section is amended to extend the term to June 30, 2025.
- 2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.



3. This Amendment must be signed below by authorized representatives of the parties. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Effective as of June 1, 2023 ("Amendment Effective Date").

| Client | Aon Consulting, Inc. |
|--------|----------------------|
| Ву: | Ву: |
| Name: | Name: |
| Title: | Title: |

FIRST AMENDMENT BY AND BETWEEN CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION ("CSEBA") AND AON CONSULTING, INC.

THIS FIRST AMENDMENT to the Statement of Work ("Amendment") is made as of June 1, 2021, by and between CSEBA and Aon Consulting, Inc. ("Aon").

WHEREAS, pursuant to the MSA executed May 12, 2020, the parties entered into the Statement of Work with an effective date of June 1, 2020 ("SOW"), wherein Aon provides to CSEBA certain benefit consulting services.

WHEREAS, CSEBA and Aon have agreed to amend the Statement of Work as detailed below.

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

"The SOW term shall be extended for an additional two (2) years. For purposes of clarity, the SOW shall terminate on May 31, 2023."

Except as specifically amended herein, all of the terms and conditions set forth in the Statement of Work and Master Service Agreement are unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment as shown below to be effective June 1, 2021, as of the day first written above.

| CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION ("CSEBA") | AON CONSULTING, INC. |
|---|---|
| By: Javier Gonzales Chief Executive Officer | By: Deanne Hettich US Health & Benefits |
| Date: | Date: |

Master Services Agreement

This Master Consulting Agreement, including the General Terms and Conditions and any Schedules attached hereto or incorporated by reference (collectively, the "Agreement"), effective the 1st day of June, 2020 ("Effective Date"), sets forth the terms and conditions related to the provision of consulting services to California Schools Employee Benefits Association ("CSEBA") and its member agencies and affiliates (collectively, "Client" or "CSEBA") by Aon Consulting, Inc. ("Aon").

This Agreement will cover all services provided by Aon to Client ("Services"). In addition, affiliates of Aon may provide Services to Client by executing a Schedule (as defined below) to this Agreement with the prior written consent of CSEBA. The General Terms and Conditions of this Agreement may be amended only by a writing signed by the parties. Terms related to specific Services and the fees associated therewith may be added by mutually agreed and signed Schedules or other written communication between the parties where additional terms are proposed and accepted between the parties in writing. Each engagement letter, attachment to this Agreement, or other signed writing mutually agreed upon between the parties that contains a description of Services constitutes a "Schedule" to this Agreement. Each Schedule shall be deemed to incorporate all of the terms of this Agreement, except as expressly set forth therein. Each Schedule will be a separate agreement between Aon (or an affiliate of Aon) and Client (or an affiliate of Client), provided that Aon remains responsible for all services and related Schedule under this Agreement. Only the entities that sign a Schedule shall be liable for their respective obligations under that Schedule except as stated above.

Any notices which may be required under this Agreement shall be considered as having been given if original mailed by U.S. First Class mail and concurrently emailed, addressed as follows:

If to Client:
California Schools Employee Benefits
Association (CSEBA)
1950 South Sunwest Lane, Suite 100
San Bernardino, CA 92408

Attn.: Dr. Karla M. Rhay, Ed.D., CEO

KRhay@csjpa.org

If to Aon:

Aon

200 East Randolph Street Chicago, IL 60601

Attn.: Chief Counsel

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Master Consulting Agreement:

General Terms and Conditions

1. Fees and Expenses

- a) Fees for Services shall be charged in accordance with the Schedules or with another mutually agreeable and signed writing detailing the Services or, if no Schedule or other writing applies, fees will be determined on a time and materials basis in accordance with Aon's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required subject to CSEBA's prior written consent to same and Aon's estimate of the time and materials approved by CSEBA.
- b) Fees and expenses are due and payable within thirty (30) days of the invoice date. Aon will invoice Client via email, and all payments will be made via electronic payment. Client will promptly notify Aon of any questions regarding invoices so that Aon can expect timely payment. Interest at five percent (5%) per year will accrue after the invoice due date until payment is received. If Client requests that Aon pay outside suppliers on Client's behalf, a five percent (5%) administrative service charge will be added to the amount paid by Aon. Upon a showing of good cause or justification, Aon agrees to waive interest and/or administrative charges for that period.
- c) Client shall not be charged for core team travel and related living expenses or any "in state" travel and living expenses for noncore team members incurred by Aon's personnel in performing Services for Client. For special travel and living expenses, Aon will request Client's prior written approval prior to incurring such expenses. Miscellaneous costs not directly allocable to each client (including research, knowledge management, information networks, and databases), are added to all service fees at Aon's then standard rate (5%).
- d) Client shall pay any and all taxes, however designated, that are based on this Agreement or on the charges set forth in any Schedule, except for taxes based on the net income of Aon or employment taxes for Aon personnel.

2. Additional Services and/or Change in Services

Client may, at any time, request additions and/or changes to the Services. Such additions and/or changes, including any fees or fee adjustments related to such additions and/or changes, shall be confirmed between the parties and documented with a Schedule, an amended Schedule, or other mutually agreeable writing signed by the parties.

3. Term and Termination

- a) This Agreement shall commence on the Effective Date set forth above and shall continue until May 31, 2021 unless terminated by either party as provided in Section 3.b) or Section 3.c), or further extended in a signed writing between the parties. For purposes of this Agreement, "Year" means the twelve (12) month period commencing on the Effective Date set forth above and each anniversary thereafter. Services under a particular Schedule shall commence as of the date indicated on the Schedule and shall continue for the period stated in such Schedule or until terminated by either party as provided in Section 3.b) or Section 3.c).
- b) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for convenience at any time upon sixty (60) days prior written notice to the other party.
- c) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for cause upon thirty (30) days prior written notice to the other party, provided that such other party shall have the opportunity to cure any breach within such thirty (30) days.
- d) Upon the effective date of termination, Client will pay Aon for all fees and expenses due hereunder in connection with the terminated Services through the effective date of termination including any unpaid Service implementation fees or expenses and any mutually agreed upon in writing transition assistance extending beyond such termination.
- e) Completion or termination of any Schedule or Service under this Agreement shall not constitute termination of this Agreement, it being the intent of both parties to leave this Agreement in effect until terminated as specified herein. Each Schedule shall terminate upon the earlier of its termination date or the termination date of this Agreement, provided however, if the term of a Schedule extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such Schedule until such Schedule's termination or expiration date.

4. Delays

Neither party will be in breach of this Agreement or any Schedule as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others, telephone system, or Internet service provider or other utility outages, equipment malfunctions, computer downtime, and similar occurrences outside the control of the party as long as such party is diligently attempting to correct the cause of the delay.

During any such delay in performance, the delayed party will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay has ended or failure has been corrected.

5. Ownership and Control of Data and Work Product

- a) Aon has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("Aon Information").b) All right, title and interest in and to any data, information and other materials furnished to Aon by Client hereunder ("Client Information") are and shall remain Client's sole and exclusive property. Client grants to Aon a license to use such Client Information to provide the Services. Except as provided below, upon full and final payment to Aon hereunder, any Aon work product which the parties expressly agree is created solely and exclusively to be owned by Client (the "Deliverables"), if any, shall become the property of Client. To the extent that any Aon Information is contained in any of the Deliverables, subject to the terms of this Agreement, Aon hereby grants to Client a paid-up, royalty-free, nonexclusive license to use such Aon Information solely for Client's internal use in connection with the Deliverables including following expiration of termination of this Agreement, or any extension thereof.
- c) To the extent that Aon utilizes any of its property, including, without limitation, the Aon Information, in connection with the performance of Services, such property shall remain the property of Aon and, except for the limited license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Client will honor Aon copyrights, patents, and trademarks relating to Services, Deliverables and Aon Information consistent with the terms of this Agreement and will not use Aon's name or other intellectual property without Aon's prior written consent.
- d) In the event that the Aon Information infringes a presently issued U.S. patent or copyright, Aon will defend such claim at its expense and will indemnify Client for any costs and damages that may be awarded against Client in connection with such claim. Aon will not indemnify Client, however, if the claim of infringement results from (i) use of other than the most recent version of the Aon Information made available to Client by Aon; (ii) Client's alteration of the Aon Information; (iii) use of any Aon Information in combination with other software not provided by Aon; or (iv) improper use of Aon Information.
- e) Nothing contained in this Agreement will prohibit Aon from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

6. Confidentiality

- a) For the purposes of this Agreement and to the extent that it does not violate the California Public Records Act or other statutes governing CSEBA as a public entity, including but not limited to the Ralph M. Brown Act, "Confidential Information" includes: (i) the terms of this Agreement (including any Schedules); (ii) Client Information; (iii) Aon Information; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.
- Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees who have a need to know the Confidential Information of the other party will receive such Confidential Information. No party will disclose the other party's Confidential Information to a third party without the prior written consent of the other part y, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, except that Aon may use Client's Confidential Information in combination with other data, including the disclosure of such information to third parties, provided that no such Client Confidential Information is identifiable by Client or Client employee and that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Aon may also disclose Client's Confidential Information to any subcontractor or, as instructed by Client, to any other third party providing services to Client under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. Aon may retain a copy of all Client Confidential Information for archival purposes. No aspect of this provision requires that CSEBA fail to comply with its legal obligations as to disclosure of or access to public records, and notice of requests for same potentially impacting Aon's information shall be provided by CSEBA to Aon and Aon shall assume all legal fees, costs or other obligations in contesting and supporting any objections to same.

- c) Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.
- d) The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice of such requirement to the disclosing party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts.

7. Representations and Responsibilities

- a) Aon represents that it: (i) shall, at all times during the term of this Agreement, remain in material compliance with all laws and regulations applicable to it as a service provider, including any required licenses, permits, or registrations, necessary for Aon to be able to perform the Services; (ii) shall, to the extent Aon's performance of the Services does not comply in any material respect with the terms of this Agreement and is not due to Client's failure to perform, re-perform any defective or non-conforming Services; and (iii) has no outstanding commitment or agreement to which it is a party or legal impediment of any kind known to it which is likely to limit, restrict, or impair the rights granted to Client hereunder. If a potential conflict should arise, Aon will discuss the situation with Client and the parties shall in good faith mutually resolve it.
- b) Client will submit to Aon all Client Information in Client's control necessary for Aon to perform the Services covered by this Agreement. The Services are not of a legal nature, and Aon will in no event give, or be required to give, any legal opinion or provide legal representation to Client. Client will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon, provided that Aon, in the performance of its duties and services, shall undertake to review Client Information and raise any issues as to accuracy, completeness or otherwise with Client in the performance of its services. Client agrees to notify Aon as soon as possible of any problems or errors in Client Information submitted. Services performed by Aon in correcting such problems or errors are additional services for which additional fees will be payable absent Aon's negligence or other failure to identify reasonably determinable errors in the course of Aon's performance.
- c) Aon is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Aon has no discretion with respect to the management or administration of Client's employee benefit plans, and/or control or authority over any assets of Client's employee benefit plans, including the investment of those assets. All such discretion and control remain with Client and other fiduciaries to Client's employee benefit plans.

8. Hold Harmless

Subject to Section 9, Aon shall defend, indemnify and hold CSEBA and its member agencies, CSEBA's Board, Executive Committee and other Committees, and their respective members, officers, employee representatives, and its Administrative Agent harmless, and indemnify and defend them and each of them against any and all legal fees, ,costs and expenses, claims, suits, judgments and other liability of any kind or description, without limitation, resulting from, or, arising out of or in any way connected with any negligent or wrongful acts or omissions or intentional acts of Aon, its principals, officers, agents, representatives and employees, or for failing to perform or timely perform any work services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed, and in failing to honor any representations. This provision shall be broadly interpreted to protect the party to be indemnified to the greatest extent possible consistent with California law.

9. Liability

a) If Client suffers Losses (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, statutory liability or otherwise) as a result of Aon's breach of its obligations hereunder with respect to services performed pursuant to a Schedule, or negligence or other failure of Aon in providing correct and accurate rates to CSEBA on which CSEBA relies which results in underpayment of sums which should have been charged to CSEBA, Aon will be liable to Client for Losses incurred by Client during each sequential 12-month period in which the applicable Schedule is in effect, commencing as of the first day of the provision of services thereunder ("Schedule Year") up to an amount equal to three (3) times the total fees paid or to be paid for such Schedule Year,

- but not to exceed Two Million, Five Hundred Thousand (\$2,500,000) under the applicable Schedule.
- b) The limitations on Aon's liability contained in Section 9(a) will not apply to Losses arising from: (i) Aon's willful, fraudulent or criminal misconduct; (ii) Aon's breach of the confidentiality provisions of this Agreement resulting in unauthorized use, access or disclosure of Confidential Information; (iii) bodily injury, including death, or damage to tangible personal or real property incurred while Aon is performing the Services and to the extent caused by the negligent or willful acts or omissions of Aon's personnel or agents in performing the Services; or (iv) the infringement of the proprietary rights of a third party by use of the Aon Information contemplated hereunder.
- c) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages, except as set forth above.
- d) Notwithstanding the foregoing, as applicable to the Client and the Services, Aon will not be liable to Client for any amounts for which Client or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by Aon, including interest adjustments. The parties agree that each party's obligation to indemnify the other pursuant to this Section 9 is subject to each party's agreement to use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with and arising out of this Agreement.
- e) To the extent permitted by law, all claims and Losses between the Parties relating to, directly or indirectly, or arising from this Agreement (including the Services), however, caused, regardless of the form of action and on any theory of liability, including contract, strict liability, negligence or other tort, shall be brought under this Agreement and shall be subject to the terms of this Agreement.

10. Claims and Disputes

Any and all claims, disputes, or other matters in question, proposals and Aon selection, and as between to the contract, including issues of contractual formation, execution, interpretation, performance, breach and/or resulting loss, damage or other injury shall first be subject to formal mediation under the auspices of a recognized, neutral third-party professional mediation service or other alternative dispute resolution process acceptable to both parties and confirmed in a signed writing, prior to any legal action being instituted or filed by any party against or including the other, which mediation shall be requested and completed within ninety (90) days or not required. The cost of the mediation services, including the agency as well as mediator's fees and costs, shall be borne equally by the parties. Mediation shall occur in San Bernardino County as the exclusive venue, unless otherwise agreed by the parties in writing. Should a party initiate suit and refuse to dismiss it prior to compliance with this mediation requirement, that party, if prevailing, shall not be entitled to recover legal fees and costs under the contract, and the other party shall recover all legal fees and costs if it prevails or in pursuing judicial enforcement of the mediation provision prior to any lawsuit continuing.

11. Insurance Requirements

Aon shall maintain insurance that shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation, which shall include a blanket waiver of subrogation provision in favor of CSEBA:

a. State Statutoryb. If Applicable, Federal Statutory

2. Commercial general liability, including premises-operations, products and completed operations, property damage, with limits that may be satisfied with the use of Umbrella Liability insurance;

 a. Bodily Injury \$2,000,000 each occurrence
 b. Property Damage \$2,000,000 each occurrence \$4,000,000 general aggregate

- 3. Professional Liability and errors and omissions insurance in the amount of at least \$2,500,000 each claim and \$5,000,000 in the aggregate;
- 4. Automobile Liability (owned, non-owned, hired)

a. Bodily Injury \$1,000,000 each personb. Property Damage \$1,000,000 each accident \$1,000,000 each occurrence

Aon's Commercial Liability insurance shall protect it and CSEBA to the extent CSEBA is included as an additional insured on a blanket basis under the policy from claims for property damage arising from operations under an awarded contract.

Aon shall require its subcontractors, if any, to maintain similar public liability and property damage insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (2,000,000) in the aggregate.

12. Workers' Compensation Certification

In accordance with the provisions of Section 2700 of the Labor Code, Aon shall secure the payment of compensation to its employees. If requested by CSEBA, Aon shall sign and file with CSEBA the following certificate prior to performing the work under this contract. "I am aware of the provisions of Section 2700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

13. Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Aon and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except a party may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with the assigning party.

14. Miscellaneous

- a) The headings used herein are for convenience only and will not affect the interpretation of this Agreement.
- b) This Agreement has been entered into for the sole benefit of Client and Aon, and in no event will any third-party benefits or obligations be created thereby.
- c) This Agreement and any Schedule hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the Schedule.
- d) The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this
 - Agreement. Aon personnel will remain Aon's employees for all purposes, including, but not limited to, determining responsibility for all payroll-related obligations.
- e) Aon may enter into subcontracts to perform a portion of the Services under this Agreement provided that Aon shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by Aon subject to CSEBA's prior written consent.
- f) Aon may include Client and its trademarks and logos on Aon's customer lists, proposals and other communications not intended for general distribution subject to CSEBA's prior written consent.
- g) It is expressly understood and agreed that the obligations of Sections 5, 6, 8, 9, 10, 12, and 13 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.
- h) Both parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement.
- i) In the event of any action to construe or enforce this Agreement or any portion thereof, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.

- j) If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect unless deemed material to the contract
- k) In the event any terms of any Schedule conflict with the terms contained in these General Terms and Conditions, the terms of such Schedule will prevail.
- k) This Agreement is subject to OFAC compliance (i.e., the laws and regulations enforced by the United States Office of Foreign Assets Control and each party's compliance policies relating thereto). Since Aon can be held accountable under such laws and regulations in connection with its provision of the Services, Client confirms that it will screen against OFAC's list of Specially Designated Nationals and Blocked Persons those parties with whom Aon will interact at Client's direction in providing the Services (e.g., Client's employees, participants, other vendors, etc.). If a possible match is identified as a result of a screen, Client shall notify Aon, and the parties will cooperate with each other in resolving the matter (which may include adjustments to the Services or regulatory notifications).
- 1) This Agreement will be construed and enforced in accordance with the internal laws and judicial decisions of the State of California, excluding its conflict of laws rules that would refer to and apply the substantive laws of another jurisdiction.
- m) This Agreement, including any Schedules, the Proposal and the materials incorporated herein from time to time, constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof (including the subject matter of such Schedules). For the avoidance of doubt, this Agreement also supersedes the terms and conditions in any purchase order, engagement letter or general consulting services agreement between Aon and Client. For the avoidance of doubt, the effective date of each Schedule shall be set forth therein. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

15. California Provision

This Agreement is subject to the provisions of the Fair Political Practice Commission, Regulation Title 2, California Code of Regulations Section 18351. Aon covenants that it presently has no interest, including but not limited to, other projects of independence contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Aon further covenants that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement. Conflicts of interest should be reported to CSEBA.

[End of Document]

Statement of Work

Employee Benefit Plan Consulting Services

This Statement of Work ("SOW"), effective as of 1st June 2020, is between Aon Consulting, Inc. and its licensed brokerage affiliates ("Aon") and California Schools Employee Benefits Association ("Client" or "CSEBA")). This SOW and the services provided hereunder are subject to the terms and conditions in the Master Services Agreement between Aon and Client, dated as of February 28, 2020 ("MSA"). In the event of any conflict between this SOW and the MSA, the terms of this SOW shall govern.

This SOW commences on 1st of June 2020, and will remain in effect until 31st, May 2021, unless terminated earlier by either party as permitted in the MSA or extended by the parties in a further signed writing. Aon's obligation to render services will end at the expiration of this SOW.

Services

The services to be provided by Aon under this SOW are set forth in <u>Exhibit A</u> hereto ("Services"), which is incorporated by reference and made a part of this SOW. Any work product arising out of the services set forth in Exhibit A shall constitute the "Deliverables" as that term is defined in Section 5 of the MSA. Client acknowledges that, in order for Aon to meet critical completion dates and operate within budget expectations, Client will need to provide information requested by Aon at various intervals and with reasonable notice by Aon to Client. For example, Aon may need Client to:

- Provide historical benefit plan documentation.
- React to preliminary project findings.
- Be accessible for conference calls and/or meetings.
- Approve final versions of project-related documentation.
- Provide written approval of Aon's compensation and written instruction to bind Client's chosen insurance program

Fees and Payment Schedule

Aon is named broker of record for the plan. In certain cases (such as, voluntary benefits), Aon may receive commissions as disclosed and agreed to in a separate comprehensive disclosure statement, which will be provided in advance of insurance placements. Where permitted by applicable law, these commissions will be used for the purpose of delivering services to Client's employee benefit plan. Aon will be responsible for the delivery of services described in this SOW. If services listed in Exhibit A are not permitted to be offset by the commissions received, then Client will pay for those services based on the time required to complete the assignment, or via a fixed fee if provided for in this SOW, subject to prior notice to and consent of Client. Unless otherwise set forth in such writing, our fees for other projects will be determined in accordance with Aon's then current billing rates and the value of Aon services based on time, complexity, and the level of skill and urgency required as disclosed in advance to Client. We will provide an estimate of fees in more detail for larger projects and otherwise on request of Client. Notwithstanding the foregoing, it is understood that the annual retainer referenced below is represented by Aon and understood by Client to be the aggregate fees to be paid during the 12-month term of the Agreement and for Services during that period. To the extent additional fees are contemplated or foreseeable by Aon, Aon shall provide prompt notice to

CSEBA and address them and reason for any sums due in excess of the annual retainer for CSEBA's prior approval. If you remove Aon as broker of record during the course of this Agreement, commissions are not subject to return.

For completing the Services, Client agrees to pay to Aon an annual retainer of \$795,000. Aon will bill Client \$66,250 a month starting with the June invoice, which will be billed in July. Notwithstanding the following, travel for core team members and all "in-state" travel for other Aon personnel is included in Aon's annual retainer.

Aon will use its best efforts to negotiate placements for Client's insurance programs on a net of (without) commission basis, to Aon; however, it is not always possible or advisable to do so. In instances where a

commission is paid to Aon, Aon will credit the commission against its fees, where Aon is permitted to do so by applicable law. Aon will advise Client of all such commissions in writing prior to binding. Aon will notify Client and request formal approval prior to binding. If Aon is required, for any reason, to return any commissions that were credited against the fee, Client agrees to reimburse Aon for this amount.

Out-of-Pocket Expenses

Charges from third-party vendors for printing or production services on Client's behalf will be passed through to Client, if such expenses are outside of the scope of this agreement and approved by Client, as well as any sales or use tax that Aon becomes obligated to pay in connection with services provided on Client's behalf.

If Client require copies of files for transferring services to other service providers during or after this engagement, such services will be available based on Aon's standard hourly time-and-expense rates.

Change in Scope

Please be aware that requested changes in the scope of services provided by Aon could result in an increase in fees and charges. Changes in scope could include, but are not limited to, the following:

- Bidding the life, disability, medical, dental or vision coverage;
- Assignment of additional roles, responsibilities, or functions related to the plan; or
- Other factors which were not anticipated and increase the complexity of timing of plan operations or which affect Aon's responsibilities or duties.

In the event that Client's operations or insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, Client will inform Aon, and Client and Aon will negotiate in good faith to revise this SOW as appropriate.

Changes in the services or additional projects may also be included as part of this engagement, as mutually agreed to in a signed writing or email by the parties. Unless otherwise set forth in such writing, Aon's fees for other projects will be determined on a time and materials basis in accordance with Aon's then current billing rates and the value of Aon's services based on Aon's time, complexity, and the level of skill and urgency required. Aon will discuss estimated fees in more detail for larger projects. Materials include (but are not limited to) such items as printing, binding, shipping, outside supplier charges, etc.

Disclosures

Aon will disclose to Client all marketing quotes, including any applicable commission rates, received prior to binding any coverages for Client's insurance programs. Client will also be provided prior to binding with a

disclosure of any amounts to be paid to Aon and/or Aon affiliate intermediaries if available, in connection with coverages placed for Client's insurance programs, including any fees, if applicable, paid to Aon for services it provides to third parties. Aon, as part of its duties, responsibilities and services, will assure that whatever is provided to CSEBA to rely or act on is full, complete and accurate, and that CSEBA was and is entitled to rely on that, including rates.

In addition to retail commissions, Aon may receive additional forms of compensation from insurers and third parties including but not limited to: national additional commissions, subscription market brokerage charges and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not be applied to any service set forth in Exhibit A. As of the effective date of this SOW, the Health and Benefits Practice does not accept contingent compensation. If this policy on accepting contingent compensation changes, we will notify you at that time. Additional information is available upon request.

In some instances, insurance placements made by Aon on Client's behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Aon will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain Client's responsibility. Aon will invoice Client for the payment of these taxes and fees. Client acknowledges its responsibility to report and communicate in writing to Aon changes in exposures, loss related data, and other material changes during the course of this SOW.

Aon's goal is to procure insurance for Client with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Aon regularly reviews publicly available information concerning an insurer's financial condition, including, but not limited to:

- Approvals by various regulatory authorities;
- Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poor's, Moody's, and/or Fitch; and
- The input of Aon's global affiliates and correspondents.

Most Aon placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon does not guarantee the solvency of any insurer. Aon encourages Client to review the publicly available information made available by Aon. The decision to accept or reject an insurer will be made solely by Client. Notwithstanding the foregoing, to the extent Aon recommends any placement, Aon shall further provide its professional input and recommendation as to the quality of the prospective insurer, risks of selection, and is responsible for recommending insurers to CSEBA for approval.

Aon and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom Client's coverage may ultimately be placed. Further details concerning Aon's relationship with insurance carriers can be found at http://www.aon.com/about-aon/corporate-governance/corporate/market-relationships/contractual-relationship-with-carriers.jsp#.

Aon's professional services do not in any case include legal, investment, or accounting services, and we are not a fiduciary to your plans. The services and work product provided by Aon hereunder are provided solely for Client's internal use; they are not intended to be used or relied upon by third parties.

This SOW is subject to the provisions of the Fair Political Practice Commission, Regulation Title 2, California Code of Regulations Section 18351. Aon covenants that it presently has no interest, including but not limited to, other projects of independence contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under

this SOW. Aon further covenants that in the performance of this SOW, no person having such interest shall be employed or retained by it under this SOW. Conflicts of interest should be reported to CSEBA.

This SOW must be signed below by authorized representatives of the parties. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

California Schools Employee Benefits Association Aon Consulting, Inc.

Name: Karla M Rhay, Ed.D.

Title: <u>CEO</u>

Date: <u>5/12/20</u>

Mart M-

Name: Matt Mann

Title: COO, US Health Solutions

Date: 5/12/2020

Exhibit A—Services to Be Provided

The scope of work under the new contract includes:

1. Program Development Assistance

Assist in development of long-range annual employee benefit goals and strategies for Client and participate in planning meetings with CSEBA. Meetings can range from one (1) to four (4) hours and occur frequently throughout the year. Estimated number of meetings is fifty to sixty per year. Meetings may include but are not be limited to Executive Committee, Board Meetings, CEO, Management, Staff, Open Enrollment and presentations. Meetings can be held at various locations in California.

2. Renewal Negotiation, Marketing and Analysis

- a. Request data from carriers, third party vendors and CSEBA to compile data for renewal negotiations or preparation of bid specifications for marketing medical, dental, vision and wellness vendor.
- b. Develop renewal requests and bid specifications to release to carriers/vendors as it pertains to all programs offered by CSEBA.
- c. Negotiate best and final rates for stop loss reinsurance, pooling level, pooling fees, and administrative fees on Minimum Premium funding and negotiate fully-insured renewals with carriers/vendors for medical, dental, vision and wellness vendors.
- d. Prepare and deliver final negotiated financials; and assist CSEBA in the selection criteria of finalists.
- e. Conduct review of business provisions in supplier/carrier contract.
- f. Monitor and notify CSEBA of changes to AM Best ratings of vendors/carriers.
- g. Market check providers/carriers to ensure CSEBA is accessing the best providers and discounts.

3. Cost Control Strategy Analysis

- a. Provide cost projections and funding analysis.
- b. Monthly review of self-funded plans actual claims vs. budget and provide quarterly reports.
- c. Analyze factors driving plan costs and recommend opportunities to better manage costs, access, and quality.
- d. Monitor the self-funded and fully-insured medical plans to ensure no adverse selection.
- e. Provide claims reports on a monthly basis for the self-funded plans
- f. Advise and propose to member insurance advisory committees, alternative employee contribution strategies and formulas as needed.
- g. Create a multi-pronged approach to carrier selection and carrier offerings.

4. Actuarial Services

- a. Develop IBNR claim reserves.
- b. Ensure proper setting of premium rates and COBRA rates.
- c. Develop contribution levels and pricing of various plan changes.
- d. Negotiate stop-loss or other re-insurance.

5. Contribution Modeling/Rate Setting

- a. Work with districts to develop employee contribution strategies as needed for the JPA. b.
 Create financially sustainable solutions for coverage options in remote geographic areas.
- b. Creation of competitive high deductible plans and contribution modeling.
- c. Analyze current rate setting practices to ensure its effectiveness and competitiveness e.

- Review tier relativities and how programs are being offered to address adverse selection between programs
- d. Provide experience reports broken down by product, network, and pool, including claims capitation, expense and large claims details, full year projections, comparison to budget and enrollment breakdown.
- e. Prepare renewal rate sheets for all plans offered, including VSP, MES, and Delta Dental) for CSEBA selection and anticipated reliance on Aon's recommendations and rate sheets provided in conformance with its services.

6. Program Management

- a. Review all self-funded and fully-insured large claims, past, present, and future to determine plan's exposure and to develop risk management strategies.
- b. Coordinate with vendors/carriers and where applicable, claimants to resolve problematic issues on delivery, enrollment and/or other contract issues.
- c. Communicate with CSEBA staff on an on-going basis to discuss issues, open items and bring innovative solutions
- d. Participate in CSEBA meetings to include by not be limited to the Board of Directors, Executive Committee, Strategic Planning and the Annual Members' Meeting.
- e. Evaluate and assist with elective and/or value-added benefit offerings to ensure CSEBA's competitive edge within the basic suite of plans provided by CSEBA.
- f. Communicate with vendors/carriers to identify issues/problems and monitor performance against standards, if applicable.
- g. Present design of a competitive cost effective well managed PPO plan.
- h. Analyze RX utilization data to determine areas of improvement to reduce costs.
- i. Evaluate current retiree programs/rates to offer a more equitable rate structure for active population.
- j. Evaluate current wellness program to increase participation.
- k. Assist with the development and progress of all strategic initiatives.
- I. Alert and provide CSEBA with prompt notice of market, carrier or plan changes which may be adverse to CSEBA or its members, and advise CSEBA as to corrective or mitigating options.

7. Reporting and Analysis

- a. Develop and deliver renewal projections
- b. Provide input on report for programs on trend analysis, large claim monitoring, stop- loss tracking, IBNR development, network utilization, discounts, medical utilization, pharmacy utilization, and, post enrollment true-up
- c. Objectively measure impact of benefit strategies, wellness plans, narrow-networks, disease and case management.
- d. Using experience reports and utilization data provide insight on cost drivers, i.e., trend analysis, large claim monitoring, stop-loss tracking, network utilization, pharmacy utilization and discounts impact including rebates.

8. Benchmarking

- Review all CSEBA programs to determine competitiveness on regional, industry and size basis.
- b. Assist CSEBA in benchmarking benefit and contribution levels by providing normative data and conducting targeted surveys.
- c. Review cost per member against normative data from other school pools or comparable groups.

9. Communications and Implementation

- Assist CSEBA with communication services necessary to disseminate a new plan or change in an existing program.
- b. Assist in the development and distribution of communication tools including but not limited to: Employee Benefit Booklets, Open Enrollment Communications, and Posters.
- Review and edit carrier/vendor contracts, evidence of coverage, booklets, applications for coverage, stop-loss agreements, hold harmless agreements or other related documents.
- d. Establish timelines and guidelines with carriers/vendors prior to implementing new group.
- e. Assist in the development of CSEBA branded bulletins/newsletters or other tools on hot topics.

10. Compliance and Regulatory Support

- a. Assist as a technical resource regarding COBRA, Medicare, FMLA, HIPAA, ACA, and any other legislative or compliance issues.
- b. Make Consultant's tax and compliance practice available to CSEBA.
- c. Provide quarterly legislative and regulatory updates.
- d. Assist in the review and modifications to CSEBA governing documents, including, the
- e. JPA Agreement, the Bylaws, the Policy Manual, and any and all Underwriting documents.

11. Account Management and Client Services

- a. Research, develop, and present innovative solutions to CSEBA for consideration.
- b. Assist in the development and communication of a CSEBA action plan and update regularly.
- c. Inform CSEBA of changes and trends in the insurance marketplace.
- d. Assist and help the CSEBA service team to organize and manage open enrollment activities for all CSEBA districts.

12. Voluntary Benefits

- a. Provide plan analysis and design review of existing and proposed plans.
- b. Consult with CSEBA and develop communication tools to employees using current information.

13. Ancillary Services

- a. Facilitate live or web-based trainings and seminars.
- b. Develop and communicate a strategy for ancillary benefits.
- c. Coordinate communication between related carriers/vendors on ancillary programs to identify appropriate and innovative solutions and/or incentives

14. Performance Standard Assistance

Assist with the development, negotiation and implementation of performance standards and guarantees with various employee benefit plan providers.

15. Plan Provider Reviews

Review plan provider compliance with performance standards and guarantees.

16. Eligibility and Enrollment System Oversight

Provide consulting assistance related to the current eligibility and enrollment system that may include:

- a. Online or electronic enrollment
- b. Newly eligible enrollment
- c. Electronic feeds to each carrier
- d. Single Consolidated Billing for each carrier
- e. Bill tracking and reconciliation for each carrier
- f. Quarterly Benefit Statements for employees and retirees g. Employer access to customized reports

17. Miscellaneous

Any miscellaneous projects mutually agreed upon will be priced at the time for CSEBA consideration and approval.

FIRST AMENDMENT BY AND BETWEEN CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION ("CSEBA") AND AON CONSULTING, INC.

THIS FIRST AMENDMENT to the Statement of Work ("Amendment") is made as of June 1, 2021, by and between CSEBA and Aon Consulting, Inc. ("Aon").

WHEREAS, pursuant to the MSA executed May 12, 2020, the parties entered into the Statement of Work with an effective date of June 1, 2020 ("SOW"), wherein Aon provides to CSEBA certain benefit consulting services.

WHEREAS, CSEBA and Aon have agreed to amend the Statement of Work as detailed below.

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

"The SOW term shall be extended for an additional two (2) years. For purposes of clarity, the SOW shall terminate on May 31, 2023."

Except as specifically amended herein, all of the terms and conditions set forth in the Statement of Work and Master Service Agreement are unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment as shown below to be effective June 1, 2021.as of the day first written above.

| CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION ("CSEBA") | AON CONSULTING, INC. |
|--|---|
| By: Javier Gonzales Chief Executive Officer | By: Deanne Hettich COO, US Health Solutions |
| 6-71-71 Date: | 7/8/2021 Date: |

Item 7.6 Approval of Self-Administration Agreement

Strategic Goal Initiatives

| Financial Performance | Optimize financial resources for long-term stability and sustainability |
|---------------------------------|---|
| ☐Member Growth, Retention | Maximize member growth, retention, and satisfaction |
| ⊠ Operational Excellence | Deliver operational excellence in all areas of our organization |
| People and Culture | Attract, retain, and develop a diverse, engaged, and mission- |
| | focused team that reflects the communities in which we serve |

Background

The CSEBA JPA operates in a business environment that is responsive to independent market forces, also known as a capitalist system. To remain competitive in the insurance marketplace, it is fiscally prudent to remain flexible to defend the CSEBA market position and build on a competitive advantage.

Issues & Key Findings

To remain competitive in the insurance industry, it's imperative for the long-term success of the organization to remain flexible, receptive to new approaches and innovative ideas, as well as position the organization to meet the demands of our member districts and consider new opportunities for future growth.

A new opportunity for CSEBA to consider is a self-administration agreement directly with an individual school district to provide administration service, i.e., enrollment count, actuarial service, and carrier payment for an administration fee. Under this arrangement, the district assumes financial liability and CSEBA acts solely as the administrative agent. This arrangement is separate from the self-insured pool.

There is a recommendation to establish a plan and guardrails, in the future, for establishing a self-administration agreement.

Attached is Item 7.6a which includes information on the self-administration agreement.

| Fiscal Impact |
|---|
| ⊠None ⊒Indirect ⊒Direct |
| Staff Recommendations Information Only |
| ∐Action Item X ☐EC Approved Date |

Approve the Self-Administration Agreement as presented.



Self-Administration Agreement

- Strategic Adaptability
 - Respond to dynamic business environment
 - Remain agile, nimble, and flexible to remain competitive
 - Meet the needs of prospective districts
- Some districts are pool-averse and purchase stand-alone insurance
- Propose self-administration for self-insured programs
 - Enrollment count
 - Actuarial service
 - Carrier payment
 - Administration fee
- Self-administration agreement directly with prospective district



Recommended Motion: Agenda Item 7.6

Approval of Self-Administration Agreement

Item 8.1 Prime Care of Chino Valley Update

| Strategic Goal Initiatives | | | |
|---|--|--|--|
| ☐ Finance ☑ Membership ☑ Programs ☐ Services ☐ Governance & Operations | Optimize financial resources for long-term stability and sustainability. Retain and grow membership Develop and implement innovated, cutting-edge programs that effectively meet members' needs Deliver exceptional customer services to all members Maintain exemplary, ethical leadership and practices in all facets of the JPA operations. | | |
| <u>Background</u> | | | |
| Prime Care Chino Valley terminated its contract with Optum effective June 1, 2023. Letters were sent to members on March 31, 2023, to notify them of this termination. This is not a Blue Shield of California issue or decision. | | | |
| Issues & Key Findings | | | |
| The good news is that Prime Care Chino Valley contracted with Prospect Medical Group effective June 1, 2023, and will retain their name and 99% of PCPs. Only 8 CSEBA members lost their PCP and will be reassigned to Prime Care Inland Valley to keep their PCP. All 800+ CSEBA members impacted will receive new ID cards by June 1, 2023. There should be zero impact on existing referrals and authorizations. | | | |
| Please encourage members that may encounter issues or have concerns to contact the Concierge number on the back of their ID cards. | | | |
| Attached is Item 8.1a which includes information on Prime Care of Chino Valley Update. | | | |
| Fiscal Impact None Indirect Direct | | | |
| There is no fiscal impact on members. | | | |
| Staff Recommendations | | | |
| ☐ Information Only☐ Action Item☐ EC Approved:☐ Date | | | |



California Schools JPA Blue Shield of California Prime Care Chino Valley Update

By: Jesseca Nixon, Blue Shield of California
May 10, 2023



What's happened:

- Prime Care Chino Valley terminated its contract with Optum effective June 1, 2023
- Letters were sent to members on March 31, 2023, to notify them of this termination.
- This is not a BSC issue or decision

What's changed:

- Prime Care Chino Valley contracted with Prospect Medical Group effective June 1, 2023
- Prime Care Chino Valley will retain its name and 99% of PCPs
- 8 CSEBA members lost their PCP and will be reassigned to Prime Care Inland Valley in order to keep their PCP
- All 800+ CSEBA members impacted will receive new ID cards by June 1, 2023
- There should be zero impact on existing referrals and authorizations

Please encourage members that may encounter issues or have concerns to contact the Concierge number on the back of their ID cards.

Item 8.2 Humana Go365 Update

Strategic Goal Initiatives

| Finance | Optimize financial resources for long-term stability and |
|---------------------------|---|
| | sustainability. |
| | Retain and grow membership |
| ⊠ Programs | Develop and implement innovated, cutting-edge programs that effectively meet members' needs |
| | |
| Services | Deliver exceptional customer services to all members |
| ☐ Governance & Operations | Maintain exemplary, ethical leadership and practices in all facets |
| | of the JPA operations. |

Background

Humana Inc. has announced its exit from the Employer Group Commercial Medical Products business, which includes all fully insured, self-funded, and Federal Employee Health Benefit medical plans, as well as associated wellness and rewards programs (Go365).

The exit from this line of business will be phased out over the next 18 to 24 months. CSEBA's Go365 rates are guaranteed through 6/30/2024.

Issues & Key Findings

Services available for CSEBA and their members through the transition period:

- Go365 will offer the rewards program for members with the same participation levels
- Members will have the same access Go365 mobile and web platform
- Champions will have access to Go365 Engagement Source
- Champion bonus program
- Monthly Champion call
- Go365 Level II phone customer service and email
- Employer-Sponsored Events and Contests
- Reporting (Engagement, taxable redemption, etc.)

Consumer Engagement Lead Transition

During the transition, CSEBA members will have a new Consumer Engagement Lead, Barb Knutson. Barb will take over for the services listed above and can be reached at: bknutson@humana.com.

Attached is Item #8.2a which includes information on Humana Go365.

| Fiscai impact | |
|---|------|
| NoneIndirectDirect | |
| Staff Recommendation | ons |
| ☐ Information Only☐ Action Item☐ EC Approved: | Date |



California Schools JPA Humana Go365 Update

By: Barb Knutson, Humana May 10, 2023



Background

- Humana Inc. has announced their exit from the Employer Group Commercial
 Medical Products business, which includes all fully insured, self-funded and Federal
 Employee Health Benefit medical plans, as well as associated wellness and
 rewards programs (Go365).
- The exit from this line of business will be phased over the next 18 to 24 months.
 CSEBA's Go365 rates are guaranteed through 6/30/2024.



Services Available for CSEBA Members

- Go365 will offer the rewards program for members with the same participation levels
- Members will have the same access Go365 mobile and web platform
- Champions will have access to Go365 Engagement Source
- Champion bonus program
- Monthly Champion call
- Go365 Level II phone customer service and email
- Employer Sponsored Events and Contests
- Reporting (Engagement, taxable redemption, etc.)



Consumer Engagement Lead Transition

- During the transition, CSEBA members will have a new Consumer
 - Engagement Lead, Barb Knutson.
 - Barb will take over for the services on the previous pa
 - Contact info: bknutson@humana.com



Item 8.3 Wellness Platform Update

Strategic Goal Initiatives

☐ Finance
 ☐ Membership
 ☐ Programs
 ☐ Services
 ☐ Governance & Operations
 ☐ Optimize financial resources for long-term stability and sustainability.
 ☐ Retain and grow membership
 ☐ Develop and implement innovated, cutting-edge programs that effectively meet members' needs
 ☐ Deliver exceptional customer services to all members
 ☐ Maintain exemplary, ethical leadership and practices in all facets of the JPA operations.

Background

Humana Inc. has announced its exit from the Employer Group Commercial Medical Products business, which includes all fully insured, self-funded, and Federal Employee Health Benefit medical plans, as well as associated wellness and rewards programs (Go365).

The exit from this line of business will be phased over the next 18 to 24 months. CSEBA's Go365 rates are guaranteed through 6/30/2024.

Humana Go365 will provide its rewards program and most services during the phase-out period.

Issues & Key Findings

CSEBA will request that Aon conduct a reverse vendor selection RFP for a new vendor. Aon will document CSEBA's goals, priorities, scope of services, and requirements for the well-being vendor. These foundations and requirements will be used to create a preliminary set of recommended vendors for CSEBA.

Once the vendors are approved by CSEBA, Aon will develop the selection RFP for launch to the vendors. During this process, CSEBA will survey Districts for feedback on the current platform and ideas for changes with the new vendor.

The anticipated timeline would be for CSEBA to launch the survey in May and Aon to launch the vendors RFP in June 2023.

Finalist meetings with the CSEBA committee would begin in September, and the selection of the vendor by October 1, 2024.

The interview panel to select the new wellness partner will consist of board members, staff, and Aon staff members.

Implementation would start between October of 2023 and January of 2024.

Attached is Item #8.3a which includes information on the Wellness Platform.

| <u>Fiscal Impact</u> | |
|---|--|
| NoneIndirectDirect | |
| Staff Recommendations | |
| ☐ Information Only☐ Action Item☐ EC Approved: | |
| Date | |



California Schools JPA Wellness Platform Update

By: Lisa Burt, Aon Consulting
May 10, 2023



Background

- Humana Inc. has announced its exit from the Employer Group Commercial Medical Products business, which includes all fully insured, self-funded and Federal Employee Health Benefit medical plans, as well as associated wellness and rewards programs (Go365).
- The exit from this line of business will be phased over the next 18 to 24 months.
 CSEBA's Go365 rates are guaranteed through 6/30/2024.
- Humana Go365 will provide their rewards program and most services during the phaseout period.



Next Steps

May

- Form a Selection Committee among Executive Committee/Board Members
- Prepare and disseminate employee survey
- Hold kickoff meeting to establish vendor requirements

June

- Analyze survey results
- Establish vendor shortlist
- Hold capability sessions

July

Release written Request For Proposal (RFP)



П

Next Steps

- September
 - Hold interviews with candidates
 - Present identified finalist to Executive Committee
- October 2023 January 2024
 - Implementation
 - Estimated Launch

Item 8.4 EyeMed Update

Strategic Goal Initiatives

 □ Brand Awareness
 Develop an organizational culture that achieves program sustainability.

 □ Finance
 Optimize financial resources for long-term stability.

 □ Membership
 Retain and grow membership.

 □ Technology
 Utilize technology to optimize member experience.

 □ Programs
 Develop and implement innovative, cutting-edge programs that effectively meet member's needs.

 □ Service
 Deliver exceptional customer service to all members.

Background

With the transition of MES Vision to EyeMed July 1, 2022, a popular High Desert vision provider was found to be out of the network under EyeMed. CSEBA has been tracking the contract with Dr. Lee and will provide updates.

Issues & Key Findings

Dr. Lee is in the process of selling his practice to his son, Dr. Lee. EyeMed is working with Dr. Lee Sr. to complete a short-term contract until the sale of the business to his son is finalized.

Attached is Item #8.4a which includes information on EyeMed.

| Fiscal Impact | |
|-------------------------------|----------|
| ⊠None □Indirect □Direct | |
| Staff Recommendation | <u>s</u> |
| ☐Information Only | |
| ☐Action Item | |
| EC Approved | |
| |)ate |



EyeMed Update

- Background
 - MES to EyeMed Transition July 1, 2022
 - Popular High Desert Provider Out of Network
 - CSEBA is tracking network addition
- Status
 - o Dr. Lee Sr. is selling his practice to his son, Dr. Lee.
 - o Temporary short-term contract in process with Dr. Lee Sr. while sale is pending

Item 8.5 CAA RxDC Reporting Requirements

Strategic Goal Initiatives

| Finance | Optimize financial resources for long-term stability and sustainability. |
|---------------------------|---|
| | Retain and grow membership |
| ⊠ Programs | Develop and implement innovated, cutting-edge programs that effectively meet members' needs |
| □ Services | Deliver exceptional customer services to all members |
| ☐ Governance & Operations | Maintain exemplary, ethical leadership and practices in all facets of the JPA operations |

Background

Section 204 of the Consolidated Appropriates Act of 2021 (CAA) included a new reporting requirement known as the Prescription Drug Data Collection (RxDC).

As part of this, multiple data files must be submitted annually by employer-sponsored health plans, insurers, medical third-party administrators (TPAs), and pharmacy benefit managers (PBMs) to the Centers for Medicare & Medicaid Services (CMS), including:

- Data File 1 (D1)—Information on premium/premium equivalents, employee contributions, and covered life years. One file with premium/premium equivalent data
- Data File 2 (D2)—Information on health care spending by category. Medical insurers and TPAs will create and submit this file
- Data Files (D3-D8) Include various prescription drug data elements
- Plan File 2 (P2)—Group Health Plans. Employers that sponsor group health plans must submit information such as the plan name, plan number, and the number of members covered by the plan on December 31 of the reference year

Due date for the initial filing was December 27, 2022. Kaiser & Blue Shield filed on behalf of all fully insured District plans for CSEBA. And CSEBA filed on behalf of the Blue Shield self-funded District plans including P2 files as required by plan sponsors.

Issues & Key Findings

The first submission to CMS reported information for the 2020 and 2021 calendar (reference) years. Subsequent annual submissions are due by each June 1 and report information from the previous calendar year.

The RxDC submission for June 1, 2023 requires group health plans report the total premium or premium equivalent, as applicable, the premium/premium equivalent paid by the employer, and the premium/premium equivalent paid by employees (members).

Kaiser will continue to file on behalf of fully insured clients including CSEBA. Blue Shield will file on behalf of fully insured (HMO) and self-insured (PPO) for June 1, 2023 reporting. And CSEBA will file P2 reports as required by plan sponsors.

| Fiscal Impact | | |
|---|------------|--|
| NoneIndirectDirect | | |
| Staff Recommendati | <u>ons</u> | |
| ☐ Information Only☐ Action Item☐ EC Approved: | Date | |

Attached is Item 8.5a which includes information on CAA RxDC Reporting Requirements.



California Schools JPA CAA RxDC Reporting Update

By: Linda Zitelli, Aon Consulting
May 10, 2023



Background

- Section 204 of the Consolidated Appropriates Act of 2021 (CAA) included a new reporting requirement known as the Prescription Drug Data Collection (RxDC).
- As part of this, multiple data files must be submitted annually by employer-sponsored health plans, insurers, medical third-party administrators (TPAs), and pharmacy benefit managers (PBMs) to the Centers for Medicare & Medicaid Services (CMS), including:
 - Data File 1 (D1)—Information on premium/premium equivalents, employee
 contributions, and covered life years. One file with premium/premium equivalent data
 - Data File 2 (D2)—Information on health care spending by category. Medical insurers and TPAs will create and submit this file
 - Data Files (D3-D8) Include various prescription drug data elements
 - Plan File 2 (P2)—Group Health Plans. Employers that sponsor group health plans must submit information such as the plan name, plan number, and the number of members covered by the plan on December 31 of the reference year
- Due date for the initial filing was December 27, 2022
 - Kaiser & Blue Shield filed on behalf of all fully-insured District plans for CSEBA
 - CSEBA filed on behalf of the Blue Shield self-funded District plans



Future Filing

- The first submission to CMS reported information for the 2020 and 2021 calendar (reference) years. Subsequent annual submissions are due by each June 1 and report information from the previous calendar year.
- The RxDC submission for June 1, 2023, requires group health plans report the total premium or premium equivalent, as applicable, the premium/premium equivalent paid by the employer, and the premium/premium equivalent paid by employees (members).
- Kaiser will continue to file on behalf of fully insured clients including CSEBA.
- Blue Shield will file on behalf of fully insured (HMO) and self-insured (PPO) for June 1, 2023, reporting.

Item 8.6 Blue Shield Prescription Drug Audit Result

Strategic Goal Initiatives

Optimize financial resources for long-term stability and Finance sustainability. **⋈** Membership Retain and grow membership **⊠** Programs Develop and implement innovated, cutting-edge programs that effectively meet members' needs Services Deliver exceptional customer services to all members Maintain exemplary, ethical leadership and practices in all facets Governance & Operations

of the JPA operations.

Background

Aon was commissioned by CSEBA to audit the Blue Shield prescription drug program. The audit included the CSEBA fiscal year of 7/1/2019 through 6/30/2020. There were two audits conducted, Benefit and Rebate. The results of those audits are presented today to the Executive Committee.

Issues & Key Findings

The summary of findings are listed below:

Benefit Audit

Findings Impact

3 Drug Plan Confirmed Findings (clinical edit issues) Plan overpayment: \$53.039.56 16 Plan Design Confirmed Errors Plan overpayment: \$65,562.93 (member cost share issues) Member overpayment: \$946.01

Rebate Audit

Findings Impact

Findings Re-invoiced to Pharmaceutical Manufacturers Claims invoices at

\$63.156.80 Incorrect rate:

Claims incorrectly omitted

During invoicing \$53,879.54

Findings to be Fixed via Service Warranty Claims invoiced at

> Incorrect rate: -\$423.18

Inform Client Observations \$118,439.91

Summary

Total claims in scope: 241,747 Total Due CSEBA: \$235,215.65 Total gross spend in scope: \$24,240,856.30 **Total Member Impact: \$946.01**

Finding Impact % of

Total Gross Spend: 0.97%

Impact amounts are only for the scope period (7/1/2019 - 6/30/2020).

- Per Blue Shield of California, there should be no additional impact. System corrections and language corrections in documentation have been completed and all claims have been adjusted as necessary as a result of the audit.
- Where BSC could not make system corrections (member overpayments), they have agreed to manually reimburse.

Attached is Item 8.6a which includes information on the Blue Shield Prescription Drug Audit result.

| Fiscal Impact |
|--|
| □ None □ Indirect □ Direct |
| Reimbursements will be made to impacted members. |
| Staff Recommendations |
| Information Only □ Action Item □ EC Approved: Date |





Fiscal Year 2019 (7/1/19 – 6/30/20) Prescription Drug Audit Overview

California Schools Employee Benefits Association (CSEBA)

PBM: Blue Shield of California (BSC) carve-in with CVS Health (CVS)

May 10, 2023

2019/2020 Rx Audit of Blue Shield of California: Aon's Summary of Findings

| Audit | Finding Category | Impact | Explanation |
|---------|--|---|---|
| Benefit | 3 Drug Plan Confirmed Findings (clinical edit issues) | Plan Overpayment Total: \$53,039.56 | SW amounts have been discussed and agreed upon between BSC and Aon. |
| Benefit | 16 Plan Design Confirmed Errors (member cost share issues) | Plan Overpayment Total: \$65,562.93 Member Overpayment Total: \$946.01 | SW amounts have been discussed and agreed upon between BSC and Aon. BSC will reimburse all members impacted. |
| Rebate | Findings Re-invoiced to Pharmaceutical Manufacturers | Claims Invoiced at an Incorrect Rate: \$63,156.80 Claims Incorrectly Omitted During Invoicing: \$53,879.54 | BSC - these are confirmed findings. Total impact amount of \$117,036.34 will flow to CSEBA through normal rebate processing. |
| Rebate | Findings to be Fixed via Service Warranty | Claims Invoiced at an Incorrect Rate: -\$423.18 | BSC - this is a confirmed finding. Finding was in BSC's favor. |
| Benefit | Inform Client Observations | \$118,439.91 | These are not dollars due CSEBA. The majority is related to PAs on compound claims. Some clients might elect to block these entirely. |
| Summary | Total Claims in Scope: 241,747 Total Gross Spend in Scope: \$24,240,856.30 | Total Due CSEBA: \$235,215.65 Total Member Impact: \$946.01 Finding Impact % of Total Gross Spend: 0.97% | |



Member Overpayment Summary

| Members with Overpayment Greater than \$20 per Member* | Members with Overpayment Greater than \$10 per Member* | Members with Overpayment Greater than \$5 or per Member* | |
|--|--|--|--|
| 22 | 30 | 40 | |
| Total Members with Overpayments: 47 | | | |

^{*}Members with multiple overpayments considered.



Final Takeaways

- Impact amounts determined by this audit are only for the scope period (7/1/2019 6/30/2020).
- Per Blue Shield of California, there should be no additional impact. System corrections and language corrections in documentation have been completed and all claims have been adjusted as necessary as a result of the audit.
- Where BSC could not make system corrections (member overpayments), they have agreed to manually reimburse.



Item 8.7.1 Employee Benefits Report

Strategic Goal Initiatives

 □ Brand Awareness
 Develop an organizational culture that achieves program sustainability.

 □ Finance
 Optimize financial resources for long-term stability.

 □ Membership
 Retain and grow membership.

 □ Technology
 Utilize technology to optimize member experience.

 □ Programs
 Develop and implement innovative, cutting-edge programs that effectively meet member's needs.

 □ Service
 Deliver exceptional customer service to all members.

Background

It is the responsibility of the Employee Benefits Manager to oversee and manage the day-to-day activities surrounding benefits, eligibility, enrollment, claims, rates, and overall service to the member districts. The benefits team is also responsible for managing Requests for Proposals (RFP) and Requests for Information (RFI) from prospective school districts. The Employee Benefits Manager provides an update to the committee on current activities for the CSEBA team.

Issues & Key Findings

JPA Employee Benefits Manager, Britany Wooten, will report on current activities within the employee benefits department focused on customer service and membership support.

Listed below are the activities for the benefits team from February 2023 through April 2023

- Insurance Committee Meeting Support
- Chapter Meeting Attendance
- Benefit Administration Staff Trainings
- Health Fairs and Special Events
- Open Enrollment Planning July Renewals
- · Dependent Verification Audits
- · Flu Shot Clinics

Attached is item 8.7.1a which includes information on the Employee Benefits report.

| Fiscal Impact | |
|---|--|
| ⊠None □Indirect □Direct | |
| Staff Recommendations | |
| ☑Information Only ☐Action Item ☐EC Approved | |
| Date | |



Employee Benefits Team Update

Executive Committee Meeting May 10, 2023

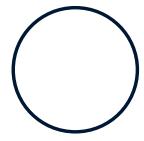
Presented by: Britany Wooten, Employee Benefits Manager



Account Management Team



Britany Wooten
Employee Benefits Manager
(909) 763-4904 (W)
(951) 500-6036 (C)
bwooten@csjpa.org



Vacant
Benefits Account Manager II



Francisco Rodriguez
Benefits Account Manager II
(909) 763-4922 (W)
(714) 469-2939 (C)
frodriguez@csjpa.org



Denny Andrade
Benefits Account Manager I
(909) 763-4929 (W)
(909) 247-8043 (C)
dandrade@csjpa.org



Sonia Lubelski
Benefits Account Manager I
(909) 763-4925 (W)
(909) 917-3529 (C)
slubelski@csjpa.org



Benefits Team Activities

- District Requests for Plan Additions/Modifications
- Insurance Committee Meeting Support
- Chapter Meeting Attendance
- District Contribution Modeling Support
- Health Fairs and Special Events
- Strategic Plan Initiative Activities
- Open Enrollment Planning and Strategy Meetings
- Requests for Proposals (RFP)
- District Benefits Administration Team Training
- Day-to-Day District Support



Communications & Learning Opportunities

- Communications:
 - Go365 Communication to Benefit Administrators
 - Blue Shield Trio Open Enrollment Email Communication to Benefit Administrators
 - Free COVID-19 Test Kits Communication to Benefit Administrators
 - PrimeCare of Chino Valley Provider Termination to Executive Committee
 - 2023-2024 Annual Notices to Benefit Administrators
 - Blue Shield Prescription Drug Audit to Benefit Administrators
- Learning Opportunities:
 - Planning for Retirement: Navigating Medicare 4/6/2023
 - Delta Dental Help Your Employees Protect Their Smiles and Their Health 4/11/23, 5/23/23, 6/15/23
 - End of the PHE- COVID-19 Legislative Updates 5/2/2023

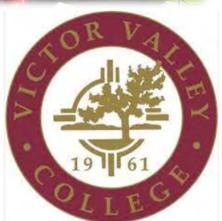


Victor Valley College Health Fair











Hesperia Unified School District – Health Fair









Colton Joint Unified School District – Health & Lifestyle Expo





Mountain View School District – Jog-a-Thon









San Marino Unified School District – Health Fair







Savanna School District Benefits Committee







Adelanto Elementary School District – Health Fair





Central School District Insurance Committee







Benefitfocus Content Manager Rollout – Phase I Completed

| Profile | Benefits | New! Benefit Info & F | Resources | | |
|-----------------------------|-------------------|--------------------------|---------------------------------|--|------------------------|
| MEDICAL & PHARM | ласу | DENTAL | VISION & GROUP LIFE BENEFITS | WELLNESS | PROGRAMS & DISCOUNTS |
| Enrollment & Elig | ibility | Dental Benefits | Vision Benefits | Go365 Wellness | Health Advocate |
| Open Enrollment Coverage | t/Changes to Your | | Group Life Insurance | Blue Shield - Wellness Program | Mental Health Resource |
| Medical Program | ns . | | | Kaiser Permanente – Wellness Resources | \$\$ Money Savers \$\$ |
| Why Trio? | | | | | Maternity Programs |
| Post-65 Group P | lans | | | | Traveling? |



Benefitfocus Content Manager Rollout – Phase II In Progress

















Barstow Unified School District

Your BEST Choice for Academic Success!



Questions?

Stay Informed with the California Schools JPA Mobile App!



Item 8.7.2 Financial Officer's Report Investment Report

| Strategic Goal Initiatives | |
|---|---|
| ⊠ Finance Performance | Optimize financial resources for long-term stability and sustainability |
| | Maximize member growth, retention, and satisfaction Deliver operational excellence in all areas of our organization Attract, retain and develop a diverse, engaged, and mission- focused team that reflects the communities in which we serve |
| Committee members and the Board | ontinue an overall financial review to keep both the Executive d of Directors fully informed of the financial activities of the t to the committee on the activities of the financial office. |
| | Benefits Association JPA assets are maintained in the San the Local Agency Investment Fund (LAIF) in Sacramento, reasurer's Office. |
| agency funds. Together, they concommunity college districts, and ma | s pool is made up of property tax dollars and local government astitute the treasury for all the County's school districts, ny special districts. The Treasurer is responsible for holding is for the County and over 200 local agencies depositing funds |
| | ve policies have earned the County's \$12.8 billion investment endent credit-rating firm, Fitch Ratings, earning the highest of of this type. |
| Attached is item 8.7.2a which include | es the San Bernardino County Treasurer's report. |
| Fiscal Impact None Indirect Direct | |
| Interest earned from investment fur administration costs. | nds is included in the proposed budget and used to offset |
| Staff Recommendations Information Only Action Item EC Approved Date | |



Date: March 31, 2023

To: CSEBA Board of Directors

From: Carl Strub, Treasurer

Subject: Executive Summary of Quarterly Investment Reports

Provided herein is the Investment Report for the quarter ending March 31, 2023, for the California Schools Employee Benefits Association.

Executive Summary

- The JPA's investment portfolio is in compliance with the applicable Governmental Code and CSEBA investment policy dated fiscal year 2022/2023
- The JPA's cash and investments are \$70,848,932 with a FMV of \$70,584,862. The San Bernardino County Treasury total is \$12,866,312,548
- Cash and investments in LAIF total \$715,118 with an FMV of \$705,471. LAIF's total is \$6.829.282
- Cash in claims trust accounts total \$2,635,000
- Not included in the above amounts are funds due from interest totaling \$480,601 as presented in CSEBA records as of March 31, 2023
- Interest rate earned (yield to maturity at cost) for cash held in the County Treasury was 3.12%. Interest earned for cash held in LAIF was 2.74%
- The JPA will have adequate access to cash to meet its expenditure requirements for the next three months

Supporting documentation

- (1) A summary of cash, cash equivalents, and interest income by fund on March 31, 2023.
- (2) Public Financial Management, Inc.'s (PFM) Investment Summary Statement for San Bernardino County on March 31, 2023. The JPA's funds are reported as part of the County Treasurer's portfolio with PFM. PFM manages the investments of the County Treasury.
- (3) Local Agency Investment Fund Selected Investment Performance Reports on March 31, 2023.

Note: If you have questions or concerns regarding this report, please contact Kandy Delgado at (909) 763-4900



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND REMITTANCE ADVICE

Agency Name S. CA SCHOOLS RISK MGMT

Account Number 35-36-001

As of 04/14/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2023.

| Earnings Ratio | .00007493902135155 |
|-------------------------------|----------------------|
| Interest Rate | 2.74% |
| Dollar Day Total | \$ 614,209,499.82 |
| Quarter End Principal Balance | \$ 6,829,282.07 |
| Quarterly Interest Earned | \$ 46,028.26 |



PMIA/LAIF Performance Report as of 04/19/23



PMIA Average Monthly Effective Yields⁽¹⁾

 March
 2.831

 February
 2.624

 January
 2.425

Quarterly Performance Quarter Ended 03/31/23

LAIF Apportionment Rate⁽²⁾: 2.74

LAIF Earnings Ratio⁽²⁾: 0.00007493902135155

LAIF Fair Value Factor⁽¹⁾: 0.986510329

PMIA Daily...: 2.87

PMIA Quarter to Date⁽¹⁾: 2.63 PMIA Average Life⁽¹⁾: 275

Pooled Money Investment Account Monthly Portfolio Composition (1) 03/31/23 \$191.2 billion

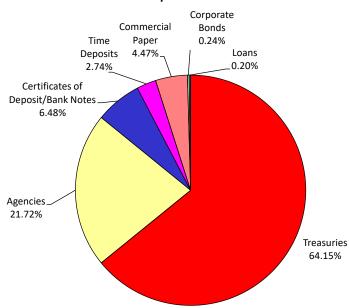


Chart does not include \$3,085,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of Calfiornia, Office of the Controller

San Bernardino County Pool Summary (as of 3/31/2023)

| Security Type | Par Value | Amortized Cost | Market Value | Market % of Portfolio | Yield to Maturity at Cost | Wtd. Avg. Maturity | Effective Duration |
|-------------------------|----------------|----------------|----------------|-----------------------|---------------------------|-----------------------|-----------------------|
| Agency Mortgage-Backed | 1,154,795,537 | 1,150,849,621 | 1,113,152,725 | 8.8% | 2.87% | 1003 | 2.58 |
| Asset-Backed Securities | 707,261,002 | 707,150,464 | 701,236,435 | 5.6% | 3.66% | 1208 | 1.32 |
| Bank Notes | 0 | 0 | 0 | - | - | - | - |
| Certificates of Deposit | 475,000,000 | 475,000,000 | 473,881,110 | 3.8% | 3.82% | 76 | 0.22 |
| Collateralized CD | 0 | 0 | 0 | - | - | - | - |
| Commercial Paper | 973,750,000 | 961,711,468 | 961,359,781 | 7.6% | 5.05% | 89 | 0.26 |
| Corporate Notes | 729,957,000 | 729,856,840 | 713,183,133 | 5.7% | 2.43% | 622 | 1.43 |
| Federal Agencies | 3,950,290,000 | 3,898,802,513 | 3,832,716,775 | 30.5% | 2.76% | 445 | 1.18 |
| Money Market Funds | 523,000,000 | 523,000,000 | 523,000,000 | 4.2% | 4.72% | 1 | 0.00 |
| Municipal Debt | 0 | 0 | 0 | - | - | - | - |
| Repurchase Agreements | 100,000,000 | 100,000,000 | 99,999,750 | 0.8% | 4.82% | 3 | 0.01 |
| Bank Deposit Account | 25,000,000 | 25,000,000 | 25,000,000 | 0.2% | 4.60% | 1 | 0.00 |
| NOW Account | 1,000,000 | 1,000,000 | 1,000,000 | 0.0% | 2.97% | 1 | 0.00 |
| Joint Powers Authority | 564,000,000 | 564,000,000 | 564,000,000 | 4.5% | 4.92% | 1 | 0.00 |
| Supranationals | 248,000,000 | 248,022,683 | 245,493,975 | 1.9% | 1.62% | 273 | 0.68 |
| U.S. Treasuries | 3,500,000,000 | 3,394,812,380 | 3,319,332,028 | 26.4% | 2.47% | 658 | 1.78 |
| Total Securities | 12,952,053,539 | 12,779,205,969 | 12,573,355,712 | 100.0% | 3.12% | 516 | 1.26 |
| Cash Balance | 292,956,836 | 292,956,836 | 292,956,836 | | | | |
| Total Investments | 13,245,010,375 | 13,072,162,805 | 12,866,312,548 | | | | |
| Accrued Interest | | 48,134,937 | 48,134,937 | | | | |
| Total Portfolio | 13,245,010,375 | 13,120,297,742 | 12,914,447,485 | | | | |

Yield for the money market funds is a weighted average of the month-end yields for the Federated, Goldman, Fidelity, and Morgan Stanley money market funds.

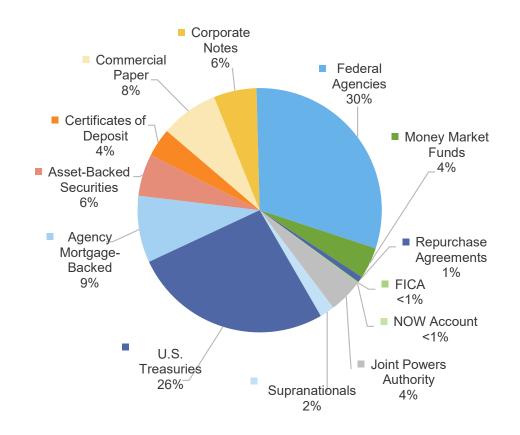
Yield for the Joint Powers Authority is a weighted average of the month-end yields for the CAMP and CalTRUST Liquidity funds.

Statistics for the total portfolio include money market funds.

Market prices are derived from closing bid prices as of the last business day of the month as supplied by F.T. Interactive Data, Bloomberg, or Telerate.

Percentages may not sum to 100% based on rounding differences.

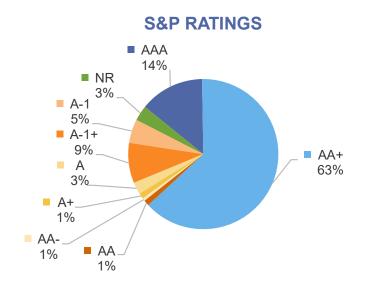
Sector Distribution

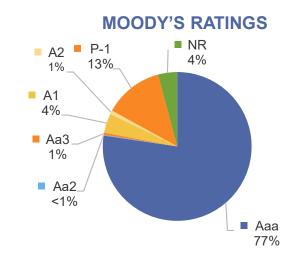


| Sector | Market Value |
|-------------------------|-----------------|
| Agency Mortgage-Backed | \$1,113,152,725 |
| Asset-Backed Securities | \$701,236,435 |
| Bank Notes | \$0 |
| Certificates of Deposit | \$473,881,110 |
| Collateralized CD | \$0 |
| Commercial Paper | \$961,359,781 |
| Corporate Notes | \$713,183,133 |
| Federal Agencies | \$3,832,716,775 |
| Money Market Funds | \$523,000,000 |
| Municipal Debt | \$0 |
| Repurchase Agreements | \$99,999,750 |
| FICA | \$25,000,000 |
| NOW Account | \$1,000,000 |
| Joint Powers Authority | \$564,000,000 |
| Supranationals | \$245,493,975 |
| U.S. Treasuries | \$3,319,332,028 |



Credit Quality Distribution



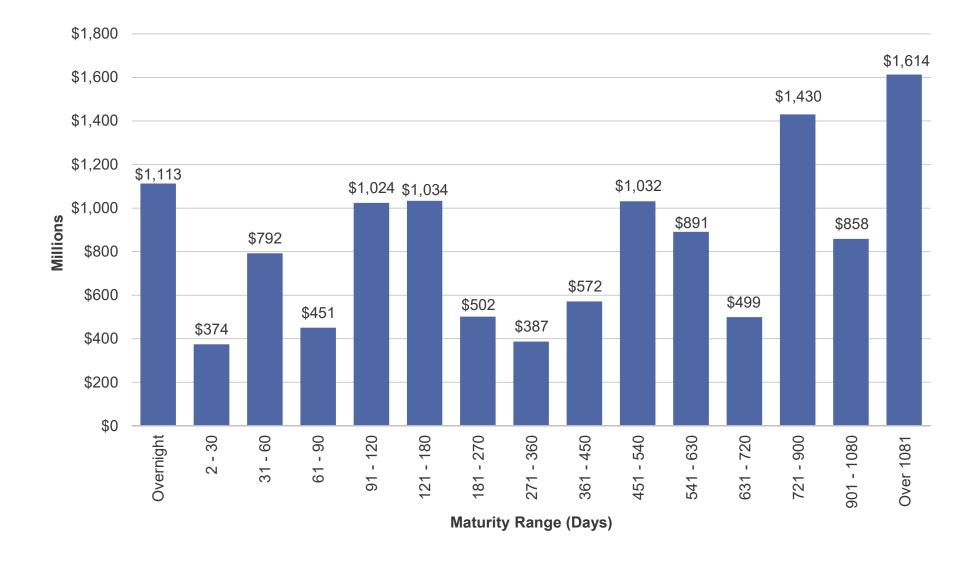


| Credit Rating | Market Value |
|-------------------|-----------------|
| A-1+ (Short-Term) | \$1,089,691,748 |
| A-1 (Short-Term) | \$642,794,023 |
| AAA (Long-Term) | \$1,747,066,390 |
| AA+ (Long-Term) | \$7,967,956,648 |
| AA (Long-Term) | \$152,995,365 |
| AA- (Long-Term) | \$79,096,700 |
| A+ (Long-Term) | \$156,862,545 |
| A (Long-Term) | \$324,228,523 |
| Not Rated | \$412,663,770 |

| Credit Rating | Market Value |
|------------------|-----------------|
| P-1 (Short-Term) | \$1,610,797,271 |
| Aaa (Long-Term) | \$9,725,084,590 |
| Aa1 (Long-Term) | \$0 |
| Aa2 (Long-Term) | \$19,815,990 |
| Aa3 (Long-Term) | \$64,264,125 |
| A1 (Long-Term) | \$524,186,867 |
| A2 (Long-Term) | \$104,916,151 |
| A3 (Long-Term) | \$0 |
| Not Rated | \$524,290,718 |



Maturity Distribution





San Bernardino County Pool Portfolio Yield Summary

| | Yield to Maturity |
|----------------|-------------------|
| Month | At Cost |
| March 2022 | 0.86% |
| April 2022 | 0.99% |
| May 2022 | 1.17% |
| June 2022 | 1.46% |
| July 2022 | 1.65% |
| August 2022 | 1.89% |
| September 2022 | 2.08% |
| October 2022 | 2.36% |
| November 2022 | 2.88% |
| December 2022 | 2.88% |
| January 2023 | 2.96% |
| February 2023 | 3.02% |
| March 2023 | 3.12% |

[.] Gross yields not including non-earning assets (compensating bank balances) or administrative costs for management of the pool.

^{2.} All historical yields restated to include money market funds.

Disclaimer

Investment advisory services are provided by PFM Asset Management LLC ("PFMAM"), an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. The information contained is not an offer to purchase or sell any securities. Additional applicable regulatory information is available upon request.

For more information regarding PFMAM's services please visit www.pfmam.com.



Item 8.7.3 Self-Insured Plan Utilization Report

Strategic Goal Initiatives

| ⊠ Finance Performance | Optimize financial resources for long-term stability and sustainability. |
|-----------------------|---|
| | Maximize member growth, retention, and satisfaction Deliver operational excellence in all areas of our organization |
| People & Culture | Attract, retain and develop a diverse, engaged, and mission- |

Background

Strategic Plan: The objective is to continue an overall financial review to keep the Executive Committee members and the Board of Directors fully informed of the financial activities of the pool. The Financial Officer will report to the committee on the activities of the financial office.

Issues & Key Findings

The CSEBA JPA provides medical, dental, and vision healthcare coverage to the employees of the participating member school districts. As a self-insured entity for some group plans, CSEBA assumes the financial risk for providing health care benefits, using a third-party administrator to process the claims. The financial outlook of the CSEBA self-insured Blue Shield, Delta Dental, VSP, and EyeMed plans are reported to the Executive Committee quarterly and at the Board of Directors meetings.

The report includes a summary of revenues and expenses based on rates approved by the board of directors. Included in the expenditure totals are reasonable estimates of IBNP, based on a percentage of claims paid month-over-month after the service has been performed. The report also includes an exception that the projected ending balance is an estimate due to unexpected utilization volatility.

The CSEBA Chief Financial Officer will present information about the Self-Insured Utilization programs.

Attached is item 8.7.3a, which includes information on the Self-Insured Plan Utilization Report.

| | | | |
|---|---------------|------|--|
| Fiscal Impact | | | |
| ⊠None □Indirect □Direct | | | |
| Staff Recommenda | <u>itions</u> | | |
| ⊠Information Only ☐Action Item ☐EC Approved | | | |
| | Date | | |



Revenue vs. Estimated Expenses

(2022/23 Plan Year Only)

| | Revenue | Expenses | Net Income | NI as % Rev |
|-------------|----------------|---------------|--------------|-------------|
| | | | | |
| Blue Shield | 96,664,720 | 94,494,531 | 2,170,188 | 2.2% |
| Dental | 24,170,738 | 23,440,817 | 729,921 | 3.0% |
| EyeMed | 1,192,162 | 1,189,740 | 2,421 | 0.2% |
| VSP | 1,963,610 | 1,934,941 | 28,670 | 1.5% |
| Total | \$ 123,991,230 | \$121,060,029 | \$ 2,931,200 | 2.4% |

Item 8.8 Aon Consulting Report

Strategic Goal Initiatives

| ☐Financial Performance | Optimize financial resources for long-term stability and |
|---------------------------------|---|
| | sustainability |
| ☐Member Growth, Retention | Maximize member growth, retention, and satisfaction |
| ⊠ Operational Excellence | Deliver operational excellence in all areas of our organization |
| ☐People and Culture | Attract, retain, and develop a diverse, engaged, and mission- |
| - | focused team that reflects the communities in which we serve |

Background

Aon continues to work on a variety of different projects, providing solutions and opportunities for operationalizing the Strategic Plan. The outcome of this process provides the Executive Committee and the Board with a variety of proposed solutions consistent with their Strategic Plan.

Issues & Key Findings

Aon and CSEBA staff have been actively working in partnership to provide the Board of Directors with additional comments, insights, and updates on a variety of proposed solutions:

- Consultant's Presentations (Wrap-up)
- Update: Federal Laws / Regulations / Legislation
- California's Healthcare Legislation / Litigation
- Miscellaneous Updates

Attached is Item 8.8a which includes information on the Aon Consulting Report.

| , macrica is non-side which includes information on the field const |
|---|
| Fiscal Impact |
| ⊠None ☐Indirect ☐Direct |
| Staff Recommendations |
| ⊠Information Only |
| Action Item X |
| EC Approved |
| Date |



Aon Consultant Report

Mark W. Dundee, JD, LLM, LCM, PhD May 10, 2023



Federal Landscape

Friendly Reminder

President Biden Announces COVID Emergency Declarations will end May 11, 2023

Congress Reconvenes

Congress returned to the Hill after its spring recess

Legislative & Regulatory Landscape

New or Proposed Laws and/or Regulations

(With new divided Congress, "large" bills unlikely)

(Implementation of the No Surprises Act continues with further litigation over Independent Dispute Resolution (IDR) process)

(Do not forget that 2023 RxDC submission is due for 2022 reference year on or before June 1, 2023)



Federal Landscape

Potential health and welfare topics of legislation

(Further expansion of telehealth services)

(Further strengthening of Mental Health Parity enforcement)

DOL Launches Online Dialogues to Gather Public Ideas, Other Input on Health Policies' Support for Workers' Mental Health

Last week, the Department of Labor (DOL) announced the launch of a series of online dialogues to gather ideas and other public input on how health policies can support workers' mental health.



Federal Landscape

The crowdsourcing will focus on several areas of concern for people with mental health conditions:

Benefits policies that meet their needs

Access to workplace care and supports

The reduction of related social stigmas

Disparities faced by people in underserved communities

Shortages of behavioral health professionals

Establishment of state resource systems



California Landscape

Friendly Reminders

Governor Newsom Ended the COVID-19 State of Emergency On February 28, 2023

Employers with group dental policies issued in California must distribute Summary of Dental Benefits and Coverage (SDBC) to eligible and enrolled employees

Litigation

The Delta Dental lawsuit

The California Dentist Association (CDA) filed a lawsuit against Delta Dental alleging that they decreased payments to dental providers in 2023 without financial substantiation. However, there's no indication that this would change the network of providers—but we would expect that Delta Dental would need to immediately communicate any network changes if that actually occurs.

As of today, Delta Dental has not taken any action to notify members of any network changes. Our regulatory group is watching for any announcement/notifications in regards to this lawsuit. We will keep you posted.

If you're interested in some late-night reading, the CDA released a summary of their allegations: https://www.cda.org/Home/News-and-Information/Newsroom/Article-Details/cda-files-new-legal-action-against-delta-dental-of-california



Tuesday, May 23, 2023 | 2:00-3:30 p.m.

Risk Management Roundtable: Assessing High-Risk Activities, Field
Trips and Transportation
Presented by CSRM

Thursday, June 15, 2023 | 10:00–11:00 a.m. How to Maximize Your Benefits with EyeMed Presented by Joyce Walling, EyeMed



CSEBA APPROVED AMENDED 2022-2023 Calendar

EXECUTIVE COMMITTEE MEETINGS

| DATE | <u>LOCATION</u> | SUITE | <u>TIME</u> |
|----------------|---|--------------|-------------|
| Sept. 7, 2022 | JPA Office, 1950 South Sunwest Lane, San Bernardino | 102 | 9:00 a.m. |
| Oct. 19, 2022 | JPA Office, 1950 South Sunwest Lane, San Bernardino | 102 | 9:00 a.m. |
| Nov. 16, 2022 | JPA Office, 1950 South Sunwest Lane, San Bernardino | 102 | 9:00 a.m. |
| Feb. 15, 2023 | JPA Office, 1950 South Sunwest Lane, San Bernardino | 102 | 9:00 a.m. |
| March 29, 2023 | JPA Office, 1950 South Sunwest Lane, San Bernardino | 102 | 9:00 a.m. |
| May 10, 2023 | JPA Office, 1950 South Sunwest Lane, San Bernardino | 102 | 9:00 a.m. |
| TBD | Strategic Plan Review | | |

BOARD OF DIRECTORS MEETINGS

| DATE | LOCATION | SITE | <u>TIME</u> |
|---------------|--------------------------------------|-------------|-------------|
| Dec. 6, 2022 | Hybrid Meeting (Virtual & In-Person) | НМ | 9:00 a.m. |
| Feb. 24, 2023 | Hybrid Meeting (Virtual & In-Person) | НМ | 9:00 a.m. |
| June 14, 2023 | Virtual Meeting | VM | 9:00 a.m. |

JPA EVENTS

| <u>DATE</u> | EVENT/LOCATION | | <u>TIME</u> |
|--------------|--|-----|-------------|
| Nov. 7, 2022 | California Schools JPA Conference - Day 1 (full-day) | DGC | TBD |
| Nov. 8, 2022 | California Schools JPA Conference - Day 2 (half-day) | DGC | TBD |

AD HOC / COMMITTEE MEETINGS

| DATE | LOCATION | SITE | TIME |
|----------------|--|------|-----------|
| Sept. 30, 2022 | Board Member Orientation - Virtual Meeting | VM | 3:00 p.m. |
| Oct. 21, 2022 | Board Member Orientation - Virtual Meeting | VM | 3:00 p.m. |
| Feb. 10, 2023 | Board Member Orientation - Virtual Meeting | VM | 3:00 p.m. |
| April 28, 2023 | Board Member Orientation - Virtual Meeting | VM | 3:00 p.m. |
| | | | |
| TBA | Finance Committee Meeting | TBA | TBA |
| TBA | Finance Committee Meeting | TBA | TBA |
| TBA | Finance Committee Meeting | TBA | TBA |
| | | | |
| TBA | Governance Committee Meeting | TBA | TBA |
| TBA | Governance Committee Meeting | TBA | TBA |
| TBA | Governance Committee Meeting | TBA | TBA |

DISCLAIMER: Calendar meetings and events are subject to change or cancellation per the CSEBA President and JPA CEO

CSEBA Meeting/Events Calendar approved by Board of Directors February 25, 2022

CSEBA AMENDED Meeting/Events Calendar approved by Board of Directors June 15, 2022



NON-JPA EVENTS/CONFERENCES

| DATE | <u>LOCATION</u> | |
|-------------------|---|--|
| Sept. 13-16, 2022 | CAJPA Annual Conference, South Lake Tahoe, CA | |
| Oct. 12-14, 2022 | CPHCC Annual Conference, San Diego, CA | |
| Dec. 1-3, 2022 | CSBA Annual Education Conference, San Diego, CA | |
| Apr. 4-7, 2023 | CASBO Annual Conference, Long Beach, CA | |
| | | |

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CSEBA AMENDED Meeting/Events Calendar approved by Board of Directors June 15, 2022