## **SCHOOL BOARD ACTION REPORT**



**DATE:** October 26, 2020

**FROM:** Denise Juneau, Superintendent

**LEAD STAFF:** Clover Codd, Chief Human Resources Officer

clcodd@seattleschools.org, 206-252-0027

Sheila Redick, Executive Director for HR Strategy & Operations

seredick@seattleschools.org, 206-252-0210

**For Introduction:** November 18, 2020 **For Action:** December 2, 2020

#### 1. TITLE

Selection of Benefits Administration and Consulting Services firm: Sprague Israel Giles, Inc.

#### 2. PURPOSE

The contract between Seattle Public Schools and Sprague Israel Giles, Inc. (SIG) expires on December 31, 2020. In response to a Request for Proposal, No. RFP092006, two of the five firms contacted responded: Sprague Israel Giles, Inc., and Coastal Administrative Services (CAS). After reviewing the proposals and pricing, we recommend moving forward with SIG as the prevailing organization.

#### 3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute a contract with Sprague Israel Giles, Inc. in the amount of \$650,000 in 2021, \$682,500 in 2022, and \$716,625 in 2023, for Benefits Administration and Consulting Services and to take any necessary actions to implement the contract. The RFP and the response from Sprague Israel Giles, Inc. are attached to the School Board Action Report.

#### 4. <u>BACKGROUND INFORMATION</u>

#### a. Background

The District seeks a firm that will work well within the District's environment, and provide accurate, efficient and timely professional services for the administration of benefits under the Washington State Health Care Authority's School Employees Benefits Board (SEBB) program, under which eligible staff may elect medical, dental, vision, basic life, accidental death and dismemberment, and long-term disability coverage for themselves and eligible family members. Flexible Spending Arrangements and Dependent Care Assistance Plans are also available. The approximate number of benefits-eligible employees at the District is currently 7,768.

The change to SEBB and the maintenance of eligibility under the new rules and regulations has increased SIG's workload significantly. Prior to SEBB, under the District's self-insured benefit plans, SIG earned commissions from health insurance premiums paid to providers. Their earnings averaged \$500,000-\$535,000, depending on enrollment. During the first plan year of

SEBB in 2020, SIG kept their expected earnings in this range at \$509,000 without knowing the full impact of the SEBB workload. After a year, the increase in workload has become clear, necessitating the increases in SIG's fees. The compensation SIG is requesting is lower than what CAS proposed and within the market range for these services.

As the incumbent vendor, Sprague Israel Giles, Inc., is in a better position than any other to understand the scope of services that are required to provide benefits administration to Seattle Public Schools. They have an intimate, thorough knowledge of the work required to maintain and improve SPS's benefits program administration without interruption.

SIG has served as the District's benefits administrator and consultant since 2007, and served as the District's benefits broker for more than 50 years. Today, their benefits administration services in the new SEBB environment are an integral part of SPS Human Resources.

This Board Action Report contains the price points presented by SIG as follows:

Current 2020: \$509,000

Proposed annual fee for 2021: \$650,000 (27.7% increase over 2020) Proposed annual fee for 2022: \$682,500 (5% increase over 2021) Proposed annual fee for 2023: \$716,625 (5% increase over 2022)

In contrast, CAS proposed one price of \$10 for each of 7,768 employees per month, or \$932,160 per year, plus a \$5,000 fee.

#### b. Alternatives

We received a response to the Request for Proposal from CAS at a higher cost. SIG has been an employee benefits broker for 62 years, and has worked with Seattle Public Schools for more than fifty years. SIG has a record of consistent and excellent work on behalf of SPS. To meet the needs of SPS employees in 2020, SIG reallocated existing SIG staff, with five full time employees dedicated to benefits administration for Seattle Public Schools and additional staff standing by for anticipated overflow during Open Enrollment.

#### c. Research

The following organizations were invited to respond to RFP No. 092006. Of the five, only two responded, SIG and CAS.

Benefit Administration Company, LLC 1200 Fifth Avenue, Suite 1100 Seattle WA 98101 206-625-1800

Coastal Administrative Services (CAS) One Union Square 600 University Street, Suite 1725 Seattle WA 98101 866-323-6038

Accolade Benefits Advisors 1201 Third Avenue Suite 1700 Seattle WA 98101

Sprague Israel Giles Insurance 1501 Fourth Avenue, Suite 730 Seattle WA 98101-1637 206-623-7035

Gallagher Insurance 2850 Golf Road Rolling Meadows, IL 60008 630-773-3800

#### 5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be:

Proposed annual fee for 2021: \$650,000 (27.7% increase over 2020)
Proposed annual fee for 2022: \$682,500 (5% increase over 2021)
Proposed annual fee for 2023: \$716,625 (5% increase over 2022)

The revenue source for this motion is \_\_\_\_\_\_.

Expenditure: 

One-time 
Annual 
Multi-Year 
N/A

One-time Annual Multi-Year N/A

#### 6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable **Tier 1: Inform**□ Tier 2: Consult/Involve
□ Tier 3: Collaborate

Revenue:

The District employs approximately 11,675 employees, with 10% holding multiple, concurrent roles. The workforce is a combination of union and non-union personnel. Employees are

represented by thirteen (13) bargaining units. The largest units include approximately 4,534 certificated and 1,737 support personnel represented by the Seattle Education Association as well as 1,500 substitutes, 722 staff represented by Local 609 of the International Union of Operating Engineers, and 142 staff represented by the various crafts and trades unions. The workforce also includes approximately 505 non-represented employees and over 1,500 hourly staff.

As the selected contractor, SIG has an impact on the satisfaction of employees with their District benefits through excellent customer service and problem solving. In 2020, SIG handled 10,835 phone calls from District employees. The transition to SEBB was partially due to the large number of calls. However, this is an example of the ongoing services they provide that the limited staff of one dedicated Benefits Analyst and a Manager that oversees Compensation and Benefits cannot. SIG collaborates on a regular basis as a team member of District Benefits Administration.

#### 7. **EQUITY ANALYSIS**

Sprague Israel Giles, Inc., will continue to demonstrate its ability to provide excellent customer service to the diverse workforce of Seattle Public Schools. Benefits eligible employees consist of 67.69% females and 32.31% males; 13.72% African American/Black employees, 1.05% American Indian or Alaskan Native employees, 12.09% Asian/Pacific Islander employees, 6.19% Hispanic/Latino employees, and 2.96% of two or more races. 63.98% of benefits eligible employees are white.

The benefits eligible employees mirror the racial and gender equity of the district, at large. District employees consist of 67.27% females and 32.73% males; 15.89% African American/Black employees, .91% American Indian or Alaskan Native employees, 13.12% Asian/Pacific Islander employees, 5.76% Hispanic/Latino employees, and 3.96% of two or more races. 60.36% of District employees are white.

SIG's history with Seattle Public Schools includes an understanding of the company's culture, the workforce and the issues benefits-eligible employees encounter with benefits. Their extensive knowledge, good working relationships, and trusted service will continue to benefit the District's diverse workforce.

#### 8. STUDENT BENEFIT

When Seattle Public Schools teachers and staff are confident in the administration of their benefits, they are free to focus on their work without worry, thereby benefitting students.

#### 9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
Adopting, amending, or repealing a Board policy
Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter	
☐ Board Policy No, [TITLE], provides the Board shall approve this item	
Other:	

#### 10. POLICY IMPLICATION

Board Policy No. 5530 "Employee Benefits" addresses the District's benefits offerings, now through School Employees Benefits Board (SEBB), payroll deductions, FMLA (Family Medical Leave Act) provisions, compliance with federal COBRA (Consolidated Omnibus Budget Reconciliation Act) law, and Affordable Care Act (ACA) reporting. The agreement with Sprague Israel Giles is in line with the stated policy and will allow the District to maintain service levels provided to benefits eligible employees under SEBB.

Board Policy No. 6220 "Procurement" addresses the requirement of School Board approval. All contracts for more than \$250,000 initial value, excluding sales tax and contingencies, and changes or amendments of more than \$250,000, excluding sales tax and contingencies, must be approved by the School Board.

#### 11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit and Finance Committee meeting on November 9, 2020. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

#### 12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the District will enter into a contractual relationship with Sprague Israel Giles, Inc., for the next three years, January of 2021 through December of 2023; SIG will then continue to provide benefits administration and consulting services to, and on behalf of, Seattle Public Schools employees.

#### 13. <u>ATTACHMENTS</u>

- RFP092006 Submission Sprague Israel Giles, Inc. (for reference)
- RFP092006 Benefits Administration and Consulting Services (for reference)
- DRAFT Contract (for reference)



# RFP092006 Submission Sprague Israel Giles, Inc.

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Clover Codd
Chief Human Resources Officer/Human Resources
Clcodd@seattleschools.org

This is a copy of Sprague Israel Giles, Inc. Request for Proposal.



October 15, 2020

Nancy Milgate Contracting Services Manager Seattle Public Schools 2445 3rd Ave. South Seattle, WA 98134

Re: RFP 092003: Employee Benefits Administration and Consulting Services

Dear Ms. Milgate,

Thank you for this opportunity to submit this proposal information for Employee Benefits Administration and Consulting Services to Seattle Public Schools. We are excited about the opportunity to continue partnering with you.

Our firm has served as the District's benefits administrator and consultant since 2007 and served as the District's benefits broker for more than 50 years. Today, our administration services are an integral part of SPS Human Resources. I am immensely proud of our team here at SIG and the work we have done together with, and on behalf of Seattle Public Schools in the past year. The transition to the SEBB program has meant that we have created and adapted to new processes, revised our communications, become familiar with new regulations, and learned new systems. In the midst of the most profound benefits transition in our history of firm's school district work, our team increased its services to provide stability, excellent service, and solid advice to the District.

Enclosed you will find the information requested in your Request for Proposal as well as supplemental information regarding our services to our clients. In our proposal documents, we have attempted to provide information that will address the needs and concerns for of Seattle Public Schools. We will be happy to discuss with you any questions after your initial review of our proposal.

As a Vice-President and Officer of the firm, I am authorized to contractually bind our firm.

As you consider your options for benefits administration and consulting services, we hope you will see the value in working with Sprague Israel Giles, a friendly, professional, local firm, with more experience than virtually any other firm in delivering benefits administration services to Washington school districts.

As the incumbent vendor, SIG is in a better position than any other to understand the scope of services that are required to provide benefits administration to Seattle Public Schools. We have an intimate, thorough knowledge of the work required to maintain and improve SPS's benefits program administration without interruption.

We have reviewed Attachment 1 to the RFP, the Standard Form of Contact for Seattle Public Schools, and can confirm that this is acceptable to us. In addition, the Request for Proposal No RFP092006 Proposal Certification Form is included with our proposal.

We are happy for the opportunity to continue our work with Seattle Public Schools. Thank you again for allowing our firm to serve the District. We hope that our extensive knowledge, good working relationship, and trusted service will continue to benefits Seattle Public Schools.

Sincerely,

Marnie White Vice President

M. W. White

Sprague Israel Giles, inc. 1501 4<sup>th</sup> Avenue, Suite 730 Seattle, WA 98101

Direct Phone: (206) 957-7055

Fax: (206) 682-4993

Email: <a href="mailto:mwhite@siginsures.com">mwhite@siginsures.com</a>
Website: <a href="mailto:www.SIGinsures.com">www.SIGinsures.com</a>

## **Seattle Public Schools**

in response to

Request for Proposal No. RFP092006

## **Employee Benefits Administration and Consulting Services**



#### REQUEST FOR PROPOSAL NO. RFP092006

#### PROPOSAL CERTIFICATION FORM

TO: Nancy Milgate, Contracting Services Manager

The undersigned provider hereby certifies as follows:

I read the Seattle School District's Request for Proposal No. RFP092006 and the following Addenda and to the best of my knowledge I complied with the mandatory requirements stated herein:

Addenda Number	Issue Date		
#1	10/05/2020		

- I had the opportunity to ask questions regarding the Request for Proposal, and that if such 2. questions have been asked; they have been answered by the District.
- 3. That the proposer's response is valid for 90 days.

Dated at Seattle, WA, this 14th day	of
Mun J W WWW (Signature)	Vice President (Title)
(Print Name)	mwhite @ siginsures com (Email Address)
(Company Name)	206 - 957 - 7055 (Telephone Number)
(Address)	206 - 682 - 4993 (Fax Number)
Seattle (City)	578035580-001-0001 (UBI Number)
(State)	
(Zip)	

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## **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 3:

**Executive Summary** 



Sprague Israel Giles, Inc. has been an employee benefits broker for sixty-two years, and has worked with Seattle Public Schools for more than fifty years. We have a record of consistent and excellent work for you.

We are very knowledgeable and instructive regarding state and federal laws and regulations as they apply to school districts. SIG's historical knowledge of benefits funding and pooling arrangements, our consistent good work with district administrations and the bargaining units, and our service to insurance committees and place us in good stead to know the importance of service and communication to groups and individuals. The trusted and professional relationships we have developed with members of the SEBB program team over the past year enable us to work together to understand both the intent and nuance of laws relating to school district benefits and how they affect SPS.

Our firm provides excellent customer service. SIG's employees serve as knowledgeable and results-oriented advocates to assist clients, employees, and their covered dependents. Our service model integrates the Benefits Website, the Benefits Helpline, and direct employee communication to make for an unsurpassed level of support.

Our work as your benefits administrator through the transition to the SEBB program gives us a unique perspective about the experiences of the employees and of district administrators. Over the past year, we have engaged with the District at a previously unsurpassed level of intensity of work at all levels. We have worked with DoTS and HR on information systems programming and logic, revised nearly every internal process for benefits administration, and revamped all benefits-related employee communications. We have done this work while continuing to answer the Helpline, providing guidance to employees through a rigorous Open Enrollment, the ensuing onslaught of appeals, dependent verification and a subsequent audit of dependent verification, and a Special Open Enrollment period due to COVID-19.

Our constant goal is to meet the needs of our clients - to provide services, assistance, and consulting that make your HR and Payroll jobs easier and help employees in ways that positively reflect on the benefits program, the administrative staff, and the school district.

We are certain that as you review our proposal and those of other bidders for this RFP, you will recognize that no other firm could provide the level of expertise and specialized service that is required by Seattle Public Schools. We look forward to continuing to serve SPS as the benefits administrator and consultant for many years to come.

## **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 4:

**Company Profile** 



Sprague Israel Giles was founded in 1958 by David Sprague and Mike Israel. Ten years later, Leon Giles joined the firm and eventually became a partner, thus forming Sprague Israel Giles. Inc., commonly called "SIG." Upon Mike's retirement, Leon took over leadership of the firm. Our most recent past president is Sean Corry, who joined SIG in 1989, and served as president from Leon's retirement in 2008 until his own retirement in 2018.

SIG's current ownership consists of our President, John Policar, and Vice Presidents Marnie White, Monica Cripe, and Rob Karl.

SIG is a privately held Washington State corporation located in Seattle, Washington.

1501 4th Avenue, Suite 730
Seattle, WA 98101
(206) 623-7035 Seattle Area
(800) 526-0635 Toll Free
www.siginsures.com
Benefits@siginsures.com

#### **Areas of Specialization:**

SIG is a well-known and admired insurance brokerage firm, recognized for an unparalleled combination of knowledge, expertise, advocacy, and its close working relationships with clients.

Our firm handles all types of insurance including employee benefits, commercial insurance, general and professional liability insurance, directors and officers policies, as well as personal insurance. In the employee benefits department, we specialize in working with schools and not-for-profit organizations.

We have worked on behalf of some of larger public school districts in the Puget Sound including Seattle, Central Kitsap, Auburn, Renton, Shoreline, North Kitsap, and Bainbridge Island.

#### Total Size and Breakdown of Firm Personnel:

SIG has 29 employees, including four shareholders. Eleven of SIG's employees work directly or indirectly on the Seattle Public Schools account.

#### Explanation of joint venture or other form of association, if proposed:

Not applicable. SIG is not proposing a joint venture or other form of association.

## **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 5:

**Financial Stability** 



Sprague Israel Giles, Inc. is a private, closely-held corporation and it is not our practice to release confidential financial statements. However, SIG is a successful, stable, and growing company, with no debt. Our firm has successfully served Seattle Public Schools since 1968.

We have included our D&B Ratings in this section of our proposal.

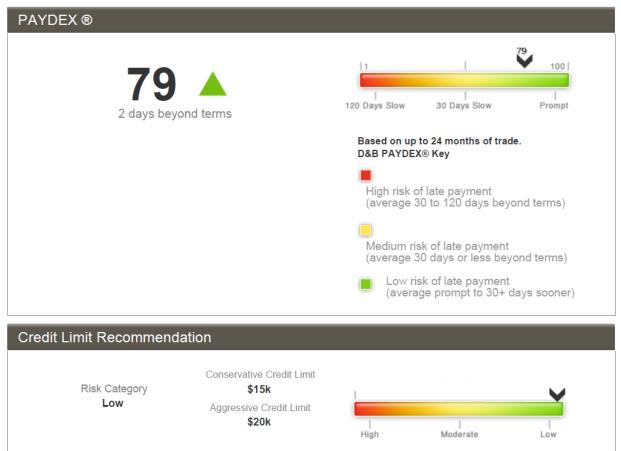
## dun & bradstreet

## Sprague Israel Giles, Inc. DUNS: 07-097-9141

Quick View Report

501 4th Ave Ste Seattle, WA 9810		Financial Statement	
This is a single I	ocation location.	Sales	NA
		Net Worth	NA
Website	www.siginsures.com	History:	NA
Telephone	(206) 623-7035	Financial Condition:	NA
Chief Executive:	DIRECTOR(S): John Policar, President	Financing:	NA
Stock Symbol:	1958	SIC:	6411
Year Started	29	Line of Business:	Insurance broker
Employees			
Corporate Fa	mily:		
This business is a s	ingle location of the corporate family.		

#### Scores



## D&B Rating ®

Rating ER5

Number of employees: ER5 represents 20 to 49 employees

The credit rating was assigned based on D&B's assessment of the company's financial ratios and its cash flow. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 01/01/1991

D&B Rating	Date Applied	
ER5	2000-03-22	
ER6	1992-10-29	
ER5	1992-09-30	
ER6	1991-01-01	

The Summary Analysis section reflects information in D&B's file as of October 13, 2020

#### **D&B Viability Rating**

2

Viability Score

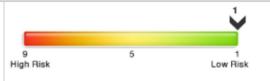


Compared to ALL US Businesses within the D&B Database:

- · Level of Risk: Low Risk
- Businesses ranked 2 have a probability of becoming no longer viable: 2%
- Percentage of businesses ranked 2: 4%
- . Across all US businesses, the average probability of becoming no longer viable: 14%

1

Portfolio Comparison



Compared to ALL US Businesses within the D&B Database:

- Model Segment: Established Trade Payments
- Level of Risk: Low Risk
- Businesses ranked 1 within this model segment have a probability of becoming no longer viable: 2%
- · Percentage of businesses ranked1 within this model segment: 11%
- Within this model segment, the average probability of becoming no longer viable: 5%



Data Depth Indicator



#### Data Depth Indicator:

Rich Firmographics Extensive Commercial Trading Activity Basic Financial Attributes



Company Profile

	Trade Payments		Years in Business	
	Available (3+Trade)	Medium	Established	

Compared to ALL US Businesses within the D&B Database:

· Financial Data: Not Available

• Trade Payments: Available: 3+Trade

• Company Size: Medium: Employees: 10-49 or Sales: \$100K-\$499K

· Years in Business: Established: 5+

#### **Payments**

#### PAYDEX® ®

The D&B PAYDEX® is a unique, dollar weighted indicator of payment performance based on up to 39 payment experiences as reported to D&B by trade references.

3 Month PAYDEX®

79



When weighted by dollar amount, payments to suppliers average 2 days beyond terms terms

Based on payments collected over the last 3 months

24 Month PAYDEX®

79



When weighted by dollar amount, payments to suppliers average 2 days beyond terms terms

Based on payments collected over the last 24 months

When dollar amounts are not considered, then approximately 89 of the company's payments are within terms

High risk of late payment (average 30 to 120 days beyond terms)

Medium risk of late payment (average 30 days or less beyond terms)

Low risk of late payment (average prompt to 30+ days sooner)

## **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

## Section 6:

## Qualifications and Experience



Sprague Israel Giles, Inc. has been an insurance brokerage for 62 years, served as the Seattle Public Schools' broker for more than 50 years, and has been handling benefits administration for Seattle Public Schools since 2006. Throughout our relationship, we have worked closely with you to ensure that SPS employees have the best possible benefits and service.

Our firm has served as the broker and consultant for several other large school districts listed elsewhere in our proposal. Before the implementation of the SEBB program, SIG brokered benefits plans for over ten percent of all Washington state school district employees. Since the SEBB implementation, we have shifted our focus to administration of the SEBB Program benefits for Seattle Public Schools and continue to expand our good work on behalf of private schools and non-profit organizations, both small and large.

Sprague Israel Giles is well liked and respected by legislators and regulators. Our sharp focus and broad knowledge allow us to be valued participants in policy discussions as they relate to health policy and specifically to employee benefits for Washington state school districts. We are also nimble in the marketplace – excellent negotiators, respected by the insurance companies and our competitors, and at the forefront of advocacy in support of consumers like SPS employees and their family members.

Each time there has been a possibility of something going awry with SPS benefits, we have found a way to help. A prime example of this was the summer of 2006: Just before Open Enrollment and your HRIS transition to SAP (and while the SPS Human Resources Department was undergoing a total re-organization), the District lost both of the employees who were responsible for benefits at SPS. SIG saw the risk to SPS and volunteered to take over benefits administration during the transition to SAP. Since then, and through the next years of leadership changes and other transitions at Seattle Public Schools, SIG has ensured that benefits have run smoothly, consistently providing excellent service to administration, employees, and their families.

In 2019, SIG helped manage the transition of SPS benefits to the SEBB program. School districts across the state agree this transition was a massive undertaking, resulting in more challenging and complex administration on an ongoing basis. In response, we have refined processes, reallocated internal resources, and expanded our service team to continue to meet the needs of SPS employees.

SIG has consistently provided guidance, consultation, and service to SPS and its employees, and is well-prepared to continue this work on behalf of the District.

## **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 7:

References



We are pleased to provide the following references:

Shoreline School District

1,300 employees

18560 1st Ave NE, Shoreline, WA 98155

18 years as a client

Contact: Michelle Thorpe, Benefits Specialist

(206) 393-4329 Michelle.Thorpe@shorelineschools.org

SIG has served Shoreline School District's broker from 2001 through December 2019. When their medical plan experience led to significant premium hikes in 2003, we worked with the District's Insurance Committee to move all but one of their plans to the WEA Premera suite of plans. Through 2019, SIG brokered one medical plan, vision, life, LTD, Long Term Care, voluntary life, and their flexible spending plans. We provided consultation regarding compliance issues such as ESSB 5940 and the Affordable Care Act. Since the SEBB implementation, SIG brokers only the Long Term Care for Shoreline School District, but maintains a relationship and open lines of communication regarding the SEBB transition and program rules.

**Renton School District** 

1,800 employees

300 SW 7th St., Renton WA 98057

9 years as a client

Contact: Gayle Fletcher, Payroll Manager

(425) 204-2379 Gayle.Fletcher@rentonschools.us

SIG was appointed as Renton School District's broker and consultant in 2010. In the ensuing 10 years, SIG assisted the District in shopping and replacing their life and disability plans, implemented a lower cost self-funded vision insurance plan, and has added very successful and popular voluntary life and short-term disability plans. For the 2017 plan year, SIG lead Renton SD through a transition from WEA medical plans to a suite of plans through Kaiser Permanente, which resulted in approximately \$2,000,000 in premium savings for employees.

Central Kitsap School District

1,500 employees

915 4th St NE, Auburn, WA 98002

30+ years as a client

Contact: Lara Christopherson, Assistant Director of Business and Payroll (360) 662-1675 | larac@ckschools.org

SIG has provided brokerage and consulting services for Central Kitsap School District for over 30 years. Through 2019, we consulted with CKSD on medical, self-insured vision, life, LTD, Long Term Care, voluntary life, and their flexible spending plans. During our years of service to CKSD, we assisted administration and their employees with transitioning benefits plans and vendors, including the final transition to SEBB in 2020. Our services included the Benefits Website, Benefits Helpline, and extensive employee advocacy. Currently, and in keeping with SEBB program rules, we continue to broker Long Term Care, and a voluntary STD policy for specific union groups not yet eligible for WA PFML.

PO Box 34165, Seattle, WA 98124

50+ years as a client

**Contact: SPS Employees** 

Finally, we encourage the selection committee to talk with SPS employees about the service that SIG provides every day. Since October last year, our Benefits Helpline has recorded approximately 10,800 calls. SPS employees count on SIG for clear and straightforward answers and guidance. Our service to SPS employees is very much appreciated and regularly complimented.

Below are just a few comments from SPS employees within the last year:

"We appreciate you and all the folks at your office and have heard nothing but great things about how helpful the benefits phone line has been. You are rock stars!"

"I was [upset] about all this [transition to SEBB] and you made it better and understandable. You are an angel. Thank you!"

"I'm trying to be negative but you're so positive. I appreciate that. Keep doing your job!"

"Thank you for that straightforward answer. I've been getting the runaround from SEBB."

"I knew if I called, you guys would be so helpful, and you didn't disappoint!"

"You are so helpful. I wish we could click on "Alex" and it would be you!"

"These 15 or 20 minutes with you on the phone have been more helpful than the last two or three weeks of work for me. Thank you for your professionalism and expertise."

"You gave me such clear helpful instructions on the phone last week that I have been able to help others. Thank you!"

"Thanks for doing a little butt kicking!" (in reference to claims assistance)

"I'm going to tell all my teacher friends to call you, because you are so wonderful."

"I'm very sad that you guys won't be handling any more. In all my 40 years with the district, you have provided the best service of anybody." (This comment was made in fall 2019, before the caller was told our administration services would continue.)

"Nikki was wonderful to me earlier today. At Bryant Elementary, we have all been so happy with your service."

"What happens to Sprague Israel Giles? Wow, you've taught me so much!" (This comment was made in reference to the transition to SEBB in 2019.)

"You're awesome. Thank you for making it so I can sleep tonight."

"You've been insanely patient."

"You guys have been like a lifeline for me."

## **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 8:

**Terms and Conditions** 



092006, the Attac Section 7.2 - 8 of t	es, Inc. has reviewed thment 1 to the RFP the RFP, Sprague Isr and conditions as sho	, and the first add ael Giles acknowl	lendum to this RF ledges that we ar	P. As requested in willing to accept	

## **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 9:

Approach



**Background:** Sprague Israel Giles (SIG) started working on benefits administration for Seattle Public Schools in 2006. At that time, the District's intent was to move from PeopleSoft to SAP, and re-organize the payroll and human resources departments. Working with CFO Steve Nielsen, SIG agreed to take over benefits administration on a temporary basis while SPS completed the transition to SAP, and subsequent reorganization. When programming, installation, and the subsequent HR-Payroll reorganization did not go as planned, the District maintained SIG as the benefits administrator. In 2014, the District took the broker and benefits administration services out to bid and agreed to maintain SIG as the vendor for both programs.

On June 30, 2017, Engrossed House Bill 2242 passed the Washington State legislature and was later signed by the Governor. ESB 2242 created a School Employee Benefits Board program within the Health Care Authority. It removed local bargaining for benefits plans from school districts, authorized the SEB Board to develop school employee benefits plans, authorize premium contributions, determine eligibility criteria, enrollment policies, and terms of participation.

Our recent past firm president Sean Corry was appointed by the Governor to the newly created SEB Board, as an expert in policy and administration. As a longstanding and well-trusted consultant, SIG has been invited to present about the new SEBB program to Washington school districts on multiple occasions. Marnie White presented at the WSPA conference in February 2018, WASBO in April 2018, and again for the WASBO Payroll, Personnel and Retirement Networking Group Meeting in February 2019.

In addition to honing an understanding of anticipated SEBB benefits plans and the HCA's scope, SIG continued to consult with SPS regarding projected costs, benefits changes, the effect on bargaining, and benefits administration.

SIG coordinated with John Bowden, Manager of the School Employees Benefits Section of the Washington State Healthcare Authority to attend a SPS Joint Insurance Committee meeting in March 2019. In April 2019, SIG created timelines and a strategy for the Open Enrollment period that would encompass not just the regularly scheduled SPS Open Enrollment period, but also Open Enrollment for the new SEBB program benefits. Spring 2019 marked the beginning of work to identify SEBB-eligible employees and produce reports that would identify SEBB-eligible employees.

Throughout the preparation for SEBB transition, and through this last year, SIG has demonstrated commitment, flexibility, willingness to learn and work collaboratively with the District. We are eager to continue this work and improve upon the processes and procedures we have built together.

 Ensure compliance with all SEBB-related legislative requirements stemming from House Bill 2242 regulating benefits eligibility, enrollment, communication and billing. Maintain accurate eligibility and enrollment in SEBB My Account (SMA) using automated data feed from SAP, the District's system of record, directly into SMA, or manually adjusting eligibility in SMA, as needed.

Over the course of the past year, SIG has worked to revise nearly every administrative process to meet SEBB requirements regarding eligibility and enrollment, and communication with employees. SIG made daily manual adjustments to SMA through mid-September 2020. Our team is familiar both with how to make adjustments, and with the types of changes that cause SMA to error out.

SIG played an instrumental role in getting the District's automatic data feed between SAP and SMA programmed, tested, and ready to go live. Because of our intimate knowledge regarding the types of errors on the API file, and the relationships we have developed with HCA, we are well positioned not just to continue ensuring that eligibility is updated, but to work to correct system and program errors in the future.

2. Understand the benefits offerings through SEBB including plan choices, supplemental benefits, spousal and smoking surcharges and wellness incentive. Communicate information pertaining to HCA/SEBB benefits provisions to employees on a regular basis.

As an experienced insurance brokerage firm, SIG has a thorough understanding of the SEBB benefits plans, including surcharges and the wellness incentive. In addition, because we are a local firm based in downtown Seattle, we can provide information to employees that is relevant to their local needs. We routinely provide information to employees that is specific to the neighborhood in which they live. As the longstanding broker and benefits administrator, we are well-positioned to provide context and historical perspective to employees who may be confused or frustrated by the ways in which the SEBB program is different from SPS benefits offered prior to 2020.

Our communication to employees is timely, relevant, and routine.

3. Provide timely communication of benefits eligibility to new hires, terminations, and/or gains/losses of coverage. Monitor the hours report for identification of employees meeting the 630-hour eligibility requirement. Administer the communications and enrollment processes.

HCA has created 12 different types of worksheets to be completed, saved, and distributed to employees depending on the event. SIG has created and revised the process for ensuring that employees receive their notifications in a timely manner. Though enrollment for district employees is generally done online, not all employees are able to do so, and SIG works with individuals to ensure that they receive and submit enrollment forms.

Please see the answer to Question #4 identifying eligible employees.

4. Develop a complete understanding of eligibility conditions for substitute, hourly employees, employees on leave of absence, and current employees; ensure proper coding in SAP, track and report eligibility and enrollment statistics on a regular basis. Provide costing estimates, as requested.

SIG's understanding of eligibility conditions is so complete that SIG was able to provide most of the logic that allowed DoTS to program the new 630 hours report, and eligibly criteria for the API. Through this process, SIG has met with and continues to communicate with the SPS leave department and the substitute office regarding eligibility, enrollment, and new processes for more accurate and efficient administration.

SIG has routinely provided analysis and costing estimates to SPS administrators for the purposes of bargaining, budgeting, and compliance.

5. Validate that billing files from HCA, \$80+M monthly, accurately reflect eligibility, employee and employer contributions are accurate, and such data is recorded properly in SAP.

Reconcile data between SMA, HCA billing files, and SAP monthly, resolving discrepancies.

SIG has worked collaboratively with SPS HR throughout this year to evaluate eligibility and adjust both SMA and SAP to resolve discrepancies. Enrollment terminations and additions of coverage each month make the billing process an ever-changing landscape. However, our goal is to make billing and reconciliation as accurate as possible so that employees and SPS are charged the correct amounts in a timely fashion, and coverage is correct. As more accurate and reliable discrepancy reporting become available, we look forward to improving the reconciliation process.

6. Transmit and/or validate interface feeds to Navia and MetLife. Resolve discrepancies in data. Ensure data is accurately communicated to providers.

This year, SIG has acted as a liaison between Navia and MetLife, and SPS DoTS to improve the accuracy of data feeds. A routine part of our work involves resolving data discrepancies.

7. Identify employee short pays and send notices to employees who must self-pay due to short or no pay warrant for the month. Monitor short-pays and COBRA participants.

SIG evaluates available reports and sends short pay letters monthly. SIG also routinely provides information to employees who are going on leave and have questions about benefits continuation and the short pay process. We handle employees' follow-up questions when they receive short-pay letters. Please see the answer to Question #16 regarding COBRA.

8. Provide input into system-related improvements, programming development and testing, and implementation of changes to meet SEBB-related legislative requirements and/or system fixes to streamline processes.

In October 2019, SIG began participating in regular weekly meetings with HR and DoTS for the purpose of programming development and implementation. Over the past 12 months, we have logged more than 160 management hours in programming meetings with the District, and spent weeks engaged in User Acceptance Testing. From March through August, we engaged with HCA programmers for weekly meetings to report on API progress. SIG was instrumental in getting the automated data feed tested and approved for production.

We anticipate continued work with SPS DoTS and HR on opportunities to streamline processes.

9. Provide open enrollment support, including, but not limited to, assisting with the development of open enrollment materials; and participate in open enrollment meetings, as reasonably requested. Assist employees with enrollment in SMA and/or direct them to the appropriate resources at HCA.

SIG provided significant open enrollment support in fall 2019 in anticipation of the 2020 plan implementation. We worked with SPS to create weekly district-wide communications for distribution and edited materials as needed. At the District's request, we made presentations that were specifically geared towards SPS substitutes and nutrition services employees. SIG helped staff more than 20 hours of SEBB Enrollment Workshops, where we presented information regarding SEBB benefits and about how to log into SEBB My Account. During these events, SIG provided individual, personal assistance to employees regarding technical issues, plan choice, and dependent enrollment.

For Open Enrollment in October 2020, in addition to routine written materials, we are adapting our communications approach to encompass both pre-recorded and live webinars. We are also working with SPS HR to ensure that employees who may not routinely access a computer at work have the information they need to participate in Open Enrollment.

10. Provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials.

At SIG we pride ourselves on providing clear communication that makes benefits simpler and leaves few questions. We believe we have a productive and collaborative working relationship with SPS Human Resources that allows us to work together on communication plans and strategy. SIG drafts materials for review and helps identify which types of employee communications may be needed and when. We coordinate with HR for the distribution of materials.

Since the introduction of the SEBB benefits program, SIG has worked to ensure that electronic employee communication materials link back to the source documents or to SEBB My Account

so that employees have quick access to the resources they need. SIG is familiar with the different types of communication platforms at SPS and adapts materials to best suit the format.

11. Provide day to day consultation, research and responses on matters such as, but not limited to; plan interpretation, eligibility issues, billing and other matters that may arise during the normal course of business.

SIG routinely works with both employees and Administration to answer questions and resolve issues related to benefits. We have an excellent working relationship with the Outreach and Training (O&T) Department at the Health Care Authority. O & T tells us that when we bring up an issue, or pattern of errors, HCA listens because they know we are smart, document well, and we follow through to resolution.

12. Attend periodic meetings to facilitate and assist in the management of the District's health benefits plans and programs, to include interaction with the Health Care Authority (HCA) on new developments and issue resolution.

Since August 2019, Marnie White has attended every single "HCA & SEBB Organization Stakeholder Engagement Forum" on behalf of Seattle Public Schools. There, she has represented the District on a variety of issues including plan interpretation, system improvements, HCA communications, and future benefit changes.

As noted in response to Question #8, SIG has demonstrated our commitment to attending meetings to facilitated systems programming. In addition, we routinely attend ad hoc meetings to discuss specific issues and areas for improvement.

13. Identify, investigate, analyze and implement efficiency measures and other concepts that have the effect of reducing the cost associated with employee benefit programs without reducing service to the District's employees.

SIG has had multiple conversations and meetings with DoTS and administrators regarding ways to improve efficiency. The most significant work in this area relates to the recent implementation of the API file feed from SPS to HCA.

14. For Open Enrollment, adhere to HCA Open Enrollment dates, create and deliver to the District employees appropriate and easily understood open enrollment information and materials; provide appropriate and timely electronic notices for the District to disseminate via email; collect enrollment information/forms (paper forms or electronically), add, change, and delete employees and dependents from coverage in SEBB MyAccount (SMA), and make appropriate adjustments to payroll. Create and follow a process to ensure accurate eligibility tracking and administration during Open Enrollment.

This year, SIG worked with SPS on communications for the usual Open Enrollment period, as well as a Special Open Enrollment period. Open Enrollment announcements, materials, and reminders

prepared by SIG provide enrollment guidelines, relevant information, and clear instructions for employees who wish to make changes.

Though many employees can make their Open Enrollment changes in SMA, some are unable to do so. SIG collects these forms, properly saves them, and either enters the changes in SMA, or sends them to HCA for processing if needed.

We are familiar with SAP. We routinely hand-key changes and can also identify the types of changes that can be more efficiently and accurately uploaded through LSMW.

We have revamped our routine eligibility and enrollment audits this year to better utilize the reports and resources that are available to us to ensure proper enrollment.

15. Inform the District of any pertinent legislative changes that change benefits administration requirements. Ensure rate changes are communicated and implemented by the District in a timely manner.

SIG has a long history of keeping SPS up to date on legislative changes and on how those changes will affect the District. We have worked with SPS on rules related to the Affordable Care Act, ESSB 5940, and the transition to SEBB. Because of our strong relationships with HCA leadership, legal, and administration, we are well positioned to keep SPS informed of upcoming changes in a timely fashion.

16. Provide benefit administration for present programs as well as new programs mandated by law. Process and handle all employee benefits-related appeals and administrative issues. Add, change and terminate coverage based on Action Notices, enrollment forms and SAP interfaces. Create and follow a process to contact and help new hires who do not enroll in a medical plan. Perform all administrative functions surrounding each month's benefits elections and waivers for reconciliation of records. Administer COBRA and Self-pay programs, including notice requirements, eligibility, enrollment, termination, collecting premiums and paying carriers. Provide HIPPA and COBRA letters as necessary.

Between December 2019 and February 2020, SIG processed 225 appeal requests on behalf of SPS employees. A report of this actively is included with Supplemental Materials. While appeal activity has slowed since February, it has not stopped. Between February and October, SIG has assisted more than 200 additional SPS employees with appeals including initial counselling with the employee, completing the employer section of the appeal form, and providing the employees with submittal instructions and expectations for HCA's response time.

In additional to appeals, SIG routinely processes Medicare Part D forms, National Child Support Order Notices, verifies dependent documents in SMA, and assists employees with Special Open Enrollment requests.

For benefits-eligible new hires, SIG works closely with HR to provide benefits orientation. As required by the SEBB Program, our office also sends notices to all newly eligible employees. We provide individual counselling to employees regarding the default plans, tobacco surcharges, how to enroll family members, and how the timing of their enrollment may be reflected on their next paycheck.

Each month, SIG processes Flexible Spending Plans enrollments and Health Savings Account enrollments and changes in SAP. Because SEBB default enrollment and associated premiums may occur in advance of an employee making an action election, more employees experience unexpected payroll deductions for benefits. We have adapted our process to notify employees in advance if their benefits deductions will be unusually large.

SIG administered the District's COBRA and Self-Pay programs from 2006 through 2019. With the state takeover of school district benefits in 2020, the HCA became responsible for COBRA and Self-Pay. We provided the COBRA and Self-Pay enrollment, eligibility, and payment data to the HCA on the District's behalf. Our knowledge and understanding of COBRA rules and deadlines, makes SIG an excellent resource for employees who are transitioning to COBRA or Self-Pay.

For information regarding our work with Actions Notices, please see the answer to #17 below.

17. Enter payroll deductions and adjustments, including adjustment for active employees, substitutes, FMLA, new hires, and terminations. Use Action Notices to determine benefit changes and to perform adjustments, reconcile double deductions, track premiums missed due to terminations, manage retirees, set up benefits for dental, vision, life and LTD for those eligible, and terminate benefits in a timely manner ensuring SAP and SEBB accuracy.

As the incumbent vendor, SIG is well-prepared to continue this work. In addition, because we are already familiar with the current process, we are best equipped to work with SPS to improve upon processes and procedures.

Unlike prior years, when approximately 40% of all SPS employees enrolled in a medical plan had a payroll deduction, now *all* medical plan enrollees have a payroll deduction. This increased volume of payroll deductions has resulted in the need for more adjustments to payroll and more communications with employees. SIG initiated the first of monthly payroll adjustments on the February 2020 paychecks, and has continued to make adjustments as needed each month. SIG audits the monthly enrollment changes and tracks and adjusts employees' benefits deductions. We change payroll deductions in SAP due to individual Special Open Enrollment events, changes to default deductions after plan selections, and benefits terminations. SIG also manually enters end-dates for FSA participants who terminate employment or otherwise lose eligibility.

An Action Notice is the SAP record of a change in employment status, including transfers from one position to another, the addition of a new employment assignment, a leave of absence, or many other changes. While the API programming completed this fall will identify newly eligible

employees, SIG still uses action notices daily to identify necessary terminations and change the B codes in SAP, and to which SEBB worksheet must be sent in response to an eligibility change.

18. Work with the District's Human Resources for presentation of Benefits Orientations (weekly) and Benefits and Open Enrollment Seminars (periodically).

SIG consistently presents weekly benefits orientations for newly eligible employees. When schools shut down early last spring due to COVID-19, we worked with HR and the Seattle Education Association to transition orientations to online meetings. We are happy to report that we have never missed a meeting.

For more information about Open Enrollment seminars, please see our response to Question #9.

The SIG team are knowledgeable and confident presenters, able to adapt our presentation to best suit our audience. We are routinely complimented for the materials we produce and our engaging presentation style.

19. Provide necessary and appropriate business analyst and programmer expertise to create interfaces with SAP and any other District programs and processes needed to ensure SEBB administration aligns with SAP; this includes input into programming and development of processes for secure transmission of documents and data. Ensure all interfaces with vendors operate at optimum efficiency with few, if any, redundant processes. Ensure ability to create queries and run reports in SAP and SEBB MyAccount to gather information to perform adjustments.

We are familiar with all required software and interfaces. SIG has always maintained a very good working relationship with DoTS. To transition to the SEBB program we have worked together more closely than ever before. Please see the response to question #8 for information about our work with DoTS over the last 12 months.

We have worked directly with HCA programmers to understand SEBB My Account's capabilities, are familiar with all the available reports and queries, and have requested special reports when needed. This year, we have also worked with MetLife and Navia to identify errors in reporting and improve the accuracy of file transmissions.

20. Create and maintain a "Benefits hot line" with dedicated employees for the District, minimum of 5 days per week, 9 hours per day.

With the needs of SPS employees in mind, SIG introduced the Benefits Helpline in 2004 as an enhancement to our brokerage services. We answer phone calls from 8am to 5pm Monday through Friday. For all of our clients, the Benefits Helpline provides confidential and personal claims assistance. In addition, we help callers locate providers, obtain forms, understand their statements, and assist with the transition to COBRA or other coverage. We help employees make informed choices and educate them on how best to use their plans.

In addition to the usual assistance we provide to all our clients, our Helpline services for SPS are enhanced. For SPS employees and their families, the Benefits Helpline has become an increasingly popular way for employees to get thorough, accurate, and helpful information regarding eligibility, timelines, premiums, and plan information.

During the most recent SEBB Open Enrollment period from October 1 through November 15th 2019 we recorded nearly 4,600 calls. The highest number of calls in a single day from SPS employees and family members was 400. We heard from SPS employees who had never called the Helpline before, as well as employees who were already familiar with our service.

During the most recent twelve-month period ending September 30<sup>th</sup> 2020, Helpline staff recorded more than 10,800 phone calls from SPS employees and family members, a 50% increase in call volume as compared to the prior year. SIG's Benefits Helpline staff members record notes about the calls they receive, particularly when our perception of the caller's level of satisfaction at the end of the call is poor. Though we saw satisfaction ratings slip this year, our notes indicate that dissatisfied callers were largely unhappy with things beyond SIG's control, such as SEBB My Account and the dependent verification process, the new costs and benefits provided by the SEBB program, or the appeals process.

In addition to topics discussed and perceived satisfaction levels, we record whether we can resolve a caller's question or must transfer it to another SPS department or outside vendor. Though the nature of the SEBB program requires that employees go directly to the vendor (for example, MetLife holds the only records for voluntary life insurance, we are happy to report that in the last year the percent of calls that we could not resolve remained under 5%.

At SIG, we take great pride in the service we provide through the Benefits Helpline. Data regarding Benefits Helpline activity is included in this proposal.

21. Create a website (integrated with the District) that allows employees to enroll, change, and terminate benefits as appropriate. Ensure legality of electronic changes. Issue hard copy (USPS mail) confirmation notices to employees of benefit changes. Track hits and activity and provide info as requested. Provide for the above changes to also be made via paper forms.

The SPS Benefits Website was also introduced in 2004 and has become the primary resource for benefits information. With the introduction of the SEBB program, employees enroll through SEBB My Account, and may print benefits confirmations directly after enrollment. SIG does not currently mail hard copy confirmations to employees, as these are provided by the HCA. Beginning in late 2019, most benefits communications has provided links to SEBB My Account, and other HCA website resources.

However, many SPS employees have complained that the HCA's website is difficult to navigate, so we make sure that the SPS benefits website provides easy access to the information employees need most. SIG improved the look and connectivity of the benefits website in late

2019, but it remains purposefully simple in design. With average monthly website hits of 1,790 so far this year, benefits website usage has increased by 17% over last year. Currently, the benefits website has been updated for SEBB Open Enrollment. It includes links to the HCA's Intercom newsletter, benefit comparisons, full certificates of coverage, links to provider searches, and much more.

The Benefits Website is accessible through a direct link on the SPS HR page, and also available from employees' homes at www.benefitspage.com (password: "sps")

Anticipating that not all SPS employees will be able to enroll online, SIG and SPS work to ensure that paper enrollment forms available for those who need them.

22. Ensure timely and appropriate compliance with all applicable Federal and State laws, both present and future. Provide statistical analysis of a one-year look back period for the Affordable Care Act. Advise the District of the need to offer appropriate benefits to our employees falling under the "Play or Pay" Portion of the law.

Since the signing of the Affordable Care Act in March 2010, SIG has diligently maintained active communication with SPS regarding the Affordable Care Act. For all our clients we have sent out dozens of informative emails, bulletins and instructions, all originally authored, that have helped employers and their employees understand the changes brought about by the Act, and by subsequent changes to State laws and regulations designed to facilitate and support the implementation of the ACA. We have met with SPS administrators, as well as the Seattle Education Association and Building Trades during contract negotiations to discuss compliance, penalties, and possible effects on bargaining, benefits funding, and pool levels.

In 2013 and 2014, SIG conducted a thorough analysis of the SPS employee population and presented data and analysis to Administration on more than one occasion. We identified the extent of possible penalties, the cost to SPS to offer benefits, and what current policies would have to be changed to avoid all penalties. Each year, SIG has analyzed the IRS' initial assessment of SPS penalties and provided additional information to the IRS to significantly reduce the District's final penalty assessment.

We are confident that our familiarity with the laws and regulations affecting the SEBB program is more complete than any other potential vendor. When ESB 2242 passed, SIG provided analysis within days. We have continued to work closely with HCA and SPS through changes and clarifications.

In sum, we are confident that SIG is in an excellent position to continue to assist SPS with navigating through the new federal and state regulations.

#### A Proposal To:

#### **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 10:

**Team Organization** 



SIG's Employee Benefits department is professional, knowledgeable, hard-working, and honest. Below you will find the staff who we propose would continue to be assigned to provide benefits administration services for Seattle Public Schools:

#### **Primary Account Administration Team:**

**Marnie White** is a Vice President of the firm. After 6 years as the Director of Human Resources for a multi-state private company, she joined SIG in 2004. Marnie has been working with SPS for the past 16 years and oversaw the transition of benefits administration from SPS to SIG in 2006. She is responsible for SIG's performance of the Employee Benefits Administration and Consulting Services contract for Seattle Public Schools.

Marnie's work at SIG includes consulting with public school districts, private schools, non-profit agencies, and private companies. She is experienced in all aspects of human resources, including compensation and benefits, recruiting, employee relations, talent management, compliance, affirmative action and EEOC reporting, acquisitions and mergers, and change management. Marnie graduated Magna Cum Laude from Skidmore College with a double major in psychology and dance performance.

**Nikki Turpin** serves as the Benefits Administration Manager for Seattle Public Schools. On behalf of all our school district clients, she managed COBRA and Self-Pay administration through 2019 and oversaw the transition to SEBB. Nikki directly oversees the performance of day to day administrative work and account maintenance and works with DoTS and HR to create and produce required reports and data feeds.

Nikki joined SIG in early 2014 and has been working on behalf of Seattle Public Schools for the past six years. As the former Assistant Director of a large retirement facility in Oregon, she is experienced in employee management, workers compensation and benefits. Nikki graduated Cum Laude from Seattle University with a degree in History.

Jay Thompson serves as the senior service lead on the Benefits Helpline. He is responsible for the review and interpretation of daily Action Notices and notifying employees of their eligibility. Jay joined SIG in 2008 and has been working with SPS for the last 12 years. Jay has more than 20 years of experience in health care customer service and claims in Washington State. Before coming to SIG, Jay served in a similar capacity for another benefits brokerage firm.

**Raychel Champneys** joined SIG in 2017 and brought her seasoned customer service skills to play for Seattle Public Schools on the Benefits Helpline. In addition to her direct work with SPS employees, Raychel handles disability and life insurance claims, and weekly and monthly eligibility audits. Raychel began college during high school through the Running Start program and graduated Cum Laude from Washington State University with a BA in Strategic Communication and a specialization in Public Relations. Prior to her time at SIG, Raychel worked as a personal lines insurance claims manager for a large national firm.

**Pannita Ngoennuruck** has worked in administration at SIG since 2004. On behalf of SPS, she handles manual SMA updates, creates SEBB worksheets, and stays on top of SPS employee files.

In addition to our permanent staff, SIG routinely brings in additional assistance during SPS Open Enrollment. SIG has successfully augmented our permanent staff during Open Enrollment nearly every year since 2010. Anticipating increased volume of work in October and November, we currently have two additional staff on hand for benefits administration.

Though the primary account administration team members are listed above, SIG dedicates the resources of the following experienced and licensed staff to SPS for assistance on the Benefits Helpline:

**Laura McKeon** brings exceptional knowledge of health plans and coverage to SPS. Prior to joining SIG in 2018, Laura spent nearly 15 years in sales and account management support at Kaiser Permanente.

**Todd Meakin** Todd joined SIG 15 years ago and has a long history of working on behalf of our school district clients. His industry knowledge and commitment to service make him a valued member of our team.

**Chris Lightfoot** has expertise in individual coverage, Medicare, and micro-groups. Chris has been in the employee benefits industry for more than 20 years, and with SIG for the past eight years.

**Monica Cripe** has been working with SIG's large school district clients since 2005. She has a thorough understanding of all benefits coverages, and a deep commitment to client service.

**Similar Service Contracts:** SIG served as the broker and consultant for school districts through the end of 2019, when the SEBB program went into effect. In 2020 SIG stopped providing broker and consulting to six of our school district clients. We continue to provide benefits administration services to Seattle Public Schools. We also maintain broker and consulting services related to Long Term Care Insurance with Shoreline School District and Central Kitsap School District. Through our long history of working with school districts, we are proud to say that no district voluntarily stopped working with SIG. We still maintain friendships with many of our former school district clients, and routinely hear from benefits administrators at Auburn, Renton, and Shoreline.

#### A Proposal To:

#### **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 11:

**Ancillary Support Services** 



#### **Ancillary Support Services:**

1. Describe the computer programs you use and the information available from those programs.

SIG uses SAP daily. We are intimately familiar with SEBB My Account, the Health Care Authority's enrollment system. SIG also routinely uses Microsoft Office products to create communications for employees and administrators.

2. Include any proposals you would recommend for savings in any area which you believe would be effective for an employer the size of the District.

Because of our deep knowledge of District benefits administration and our understanding of what data can be obtained from SAP, SIG is uniquely qualified to provide benefits administration for SPS. We worked with the District to transition to online enrollment in 2016. This year, we worked with SPS again to revise coding, produce workable reports, and achieve a daily API feed. We are looking forward to continuing this work together to help identify savings related to benefits and benefits administration.

3. Describe the computer software and hardware you would propose to use in the administration of District benefits. Is it readily accessible to District staff via a web-based interface, both on-site and offsite?

SIG has the necessary tools to work very effectively with SPS. We continue to use Sharefile for secure transmission of sensitive documents and data, access SAP through the secure VPN, and work in SEBB My Account daily.

When the COVID-19 pandemic caused the District to close schools and most businesses to send employees home in March, SIG transitioned the Benefits Helpline so that we could continue to answer employees' helpline questions from the safety of our homes. School district employees routinely email the benefits team at <a href="mailto:benefits@seattleschools.org">benefits@seattleschools.org</a>. As stated earlier in this proposal (Approach Question #21), SIG has operated a very successful benefits website on behalf of the District for the last 16 years, which continues to be used by employees, their families, and by SPS administrators.

#### A Proposal To:

#### **Seattle Public Schools**

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## **Employee Benefits Administration and Consulting Services**

Section 12:

**Cost Proposal** 



Currently the District pays SIG \$5.50 per employee per month, plus the cost of postage. SIG and the District made this agreement in August 2019 recognizing that the total number of benefits-eligible employees under the SEBB program was not yet certain, and that the volume of mail to be required by SEBB program administration was unknown. Based on current eligibility (7,793 employees) and anticipated mailing costs through the end of the year, we expect the total cost of outsourced benefits administration for 2020 will be \$509,000.

As the District is aware, administration of the SEBB program has proven to be significantly more work than anticipated. Though agreed upon with the best of intentions and hope for the future, our current annual compensation was for a one-year contract and is insufficient to sustain current operations. To meet the needs of SPS employees in 2020, we have reallocated existing SIG staff and have brought in additional team members to supplement our longstanding SPS admin team. As of the date of this proposal, SIG has five full time employees dedicated to benefits administration, with more standing by for anticipated overflow during the upcoming Open Enrollment period for 2021 benefits. In addition, HCA has told us that they will not be printing Open Enrollment materials for any SEBB employees next year, which we expect will increase the printing and mailing costs associated with benefits administration.

SPS has requested that bidders propose a flat annual fee to encompass all benefits administration and consulting services, rather than a per employee fee. Our proposed fee for 2021 would allow us to sustain current service levels while continuing to work collaboratively with the District on future enhancements. It encompasses the costs of our expert consultation, administration, and the anticipated increase in mailing costs. Future proposed increases take into consideration expected future costs and anticipate the usual increase in the number of benefits eligible employees year over year.

Proposed annual fee for 2021: \$650,000 Proposed annual fee for 2022: \$682,500 Proposed annual fee for 2023: \$716,625

We would prefer to bill and be paid by SPS in monthly installments, with the first payment due February 1, 2021. SIG's proposed monthly fees are equal to approximately 0.6% of the \$8.5M that SPS pays to the Health Care Authority each month for premiums.

Should SPS elect to continue its relationship with SIG, no start-up or additional training costs would be incurred by SPS to maintain current operations. We are of course open to discussions regarding our proposed fees, keeping in mind that our common goal is to maintain the current good service that District employees and their families have come to expect, while working forward together in a thoughtful manner to enhance efficiencies and employee experiences.

#### A Proposal To:

#### **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

#### Section 13:

# Supplemental Materials Administration Consulting, Resources, and Communications



#### About the medical plan comparison:

- 1. SEBB will be offering 21 plans from seven insurers. For the purposes of this comparison, we omitted Kaiser Northwest and Providence, which are not available in the Seattle area.
- 2. Plans are ordered by actuarial value from most rich to least rich. SPS plans' actuarial values are estimated using the CMS Actuarial Value Calculator and methodology.
- 3. Not all elements of the plans are represented on this comparison and details may change. For example, the UMP Plus plan will be a limited-network plan with Regence, which explains its' lower premium shares. (More on that below.)
- 4. SPS plans are in white. You'll see that four of SPS's seven plans made the first page, indicating that these plans tend towards a high AV than most of the SEBB plans. Two of the SPS plans are on the last page. One is in the middle.

#### About the non-medical plan comparison:

- 1. SEBB offers a greater variety of dental and vision providers than SPS.
- 2. Dental coverage appears to be comparable, though we have learned directly from Delta Dental that critical plan details for the Uniform Plan are missing or incorrect.
- 3. Without more detail, vision coverage is difficult to assess.
- 4. Life insurance coverage offered by the SEBB is not as good as that provided by SPS.
- 5. SPS's LTD coverage is far superior to the proposed coverage from SEBB.

#### **Current enrollment and premium costs:**

- 1. Data for this report is pulled as of February 1, 2019. The graphs and charts have summary comments throughout.
- 2. Of the District's 7,180 benefits-eligible employees, 92% of SPS employees are enrolled on a medical plan. 8% waive.
- 3. 68% of SPS medical plan enrollment is on a plan where the Actuarial Value is 92% or higher.
- 4. Of those *enrolled* on medical, 63% is for employee-only coverage. (When waivers are included in the total, this drops to 58%)
- 5. Of the 6,618 enrolled on a medical plan at any enrollment tier, 59% pay nothing, 67% pay less than \$100 per month, and 79% pay less than \$200 per month.

#### **Brief Comparison of SPS to SEBB Costs:**

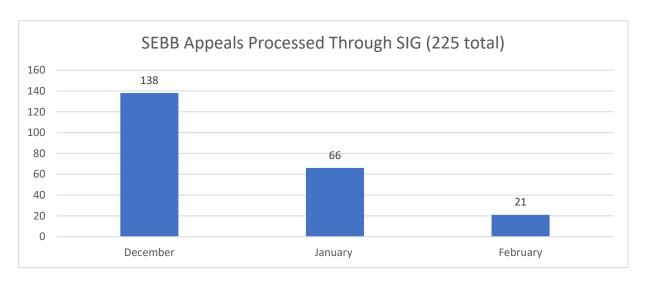
We compared current SPS employee costs with the proposed Final Not-to Exceed Rates and associated employee cost shares that were discussed by the SEB Board this month.

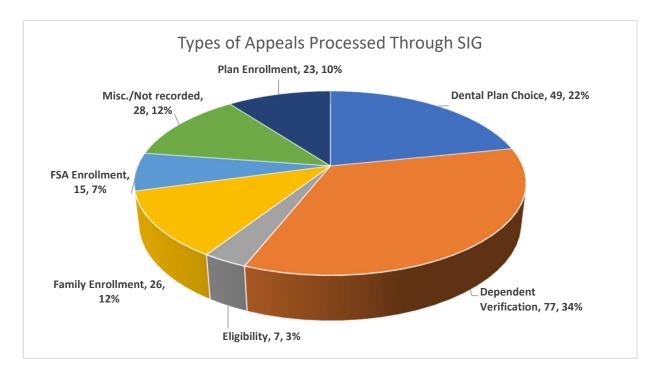
Average age for an SPS employee enrolled on medical is 46. Average salary is \$66,000.

Enrollment Tier	Employee Only	EE & Spouse	EE & Child(ren)	EE & Family
SEBB Anticipated EE Premium Cost: 88% AV Plan (Regence)	\$101 Medical \$9 Life \$25 LTD <b>\$135 Total</b>	\$202 Medical \$9 Life \$25 LTD <b>\$236 Total</b>	\$177 Medical \$9 Life \$25 LTD <b>\$211 Total</b>	\$303 Medical \$9 Life \$25 LTD <b>\$337 Total</b>
SPS: # Enrolled	3,971	510	1,371	495
SPS: Most Common AV %	93%	88%	88%	79% to 88% AV
SPS: Employee	93.4% pay	40% pay	82% pay	52% pay
Premium Costs	\$0	\$400 or less	\$200 or less	\$600 or less

## Seattle Public Schools Appeals Related to SEBB Program Benefits December 1, 2019 through February 25, 2020

Note: This report only addresses appeals that were sent through SIG, not those that were sent directly to HCA.





HCA has not provided a report of total SPS appeals received, processed, or approved.

Number of benefits-eligible substitutes, and reasons for eligibility:				
	Primary Reason			
	for becoming	Secondary		
Eligibility Reasons:	eligible	Reason	Tertiary Reason	TOTALS
Two Year Lookback:	27	0	0	27
45-Day Assignment (CBA):	27	16	1	44
Staffed (CBA):	16	13	9	38
Hired:	3	0	0	3
Reached 630 hours:	1	40	27	68
TOTAL:	74	69	37	180

Number of Substitutes in Medical Plan:	Enrolled
Default Medical:	26
Waived Medical:	18
Enrolled Medical:	30
TOTAL:	74

Substitute eligibility reasons, by percentage				
	Primary Reason			
	for becoming	Secondary		
Eligibility Reasons:	eligible	Reason	Tertiary Reason	
Two Year Lookback:	36%	0%	0%	
45-Day Assignment (CBA):	36%	23%	3%	
Staffed (CBA):	22%	19%	24%	
Hired:	4%	0%	0%	
Reached 630:	1%	58%	73%	
Total that reached 630 hours:	68			
% that reached 630 hours:	92%			
Average # of months between CBA-negotiated eligibility and SEBB				
		Eligibility:	2.7	

Substitute Medical Enr by Percent:	ollment
Default Medical:	35%
Waived Medical:	24%
Enrolled Medical:	41%
TOTAL:	100%

Benefit Area: 01 - New Usage

**B001** – Not Anticipated to Reach 630

**B004** – Anticipated to Reach 630

**B007** – CBA Eligible

**B008** – Eligible due to Lookback

**B009** – Reached 630

#### **Definitions:**

**School Year:** September 1<sup>st</sup> to August 31<sup>st</sup> (An exception is made when determining eligibility for late year newly hired 10-month employees. In these cases, the last day of academic calendar is used instead of August 31st.)

**2-Year Look Back:** An employee is eligible for benefits if they have worked at least 630 hours in each of the last 2 school years and remains in a similar position.

Hours: Included in the eligibility calculation are: Hours worked, paid leave (all types), and paid holidays.

SMA: SEBB My Account is the Health Care Authority's online enrollment system and system of record.

FMLA: Family Medical Leave Act

WAPFML: Washington State Paid Family Medical Leave

**Similar Position:** Per the HCA, means that when a change in staffing occurs the new position is like the old position. IE: High school teacher to Middle School Teacher but not Teacher to Librarian or Teacher to Substitute

#### Logic for determining benefit eligibility at the start of a new school year:

- 1. By September 1<sup>st</sup>, is the employee staffed in a position in which they are anticipated to work 630 hours in the current school year?
  - a. Yes Benefits Eligible

i. B-Code: B004

- b. No see question 2
- 2. Is the employee staffed between September 1<sup>st</sup> and the first day of school, (to be updated in SMA each year) in a position that is anticipated to work 630 hours in the current school year?
  - a. Yes Benefits Eligible

i. B-Code: B004

- b. No see question 3
- 3. Is the employee eligible due to the 2-year lookback?
  - a. Yes Benefits start 9/1

i. B-Code: B008

b. No - not benefits eligible

i. B-Code: B001

## Logic for determining benefit eligibility when an employee requests a leave of absence (LOA):

- 1. Before the anticipated start of leave, was the employee anticipated to work 630 hours?
  - a. Yes see next question
    - i. B-Code: B004, B007, or B008
  - a. No not benefits eligible. Employee remains ineligible while on leave unless a combination of leave/paid hours causes them to unexpectedly reach 630 hours
    - i. B-Code: B001
- 2. Has employee already worked 630 hours this school year?
  - a. Yes Benefits continue, unless employment is terminated
    - i. B-Code: B009
  - b. No see question 3
- 3. Is the leave FMLA qualified?
  - a. Yes Benefits continue for length of FMLA, unless employment is terminated
    - i. B-Codes: B004, B007, or B008
  - b. No see question 6
- 4. Has the employee been approved for WAPFML and did it overlap with their FMLA leave?
  - a. Yes Benefits continue for length of FMLA and WAPFML, unless employment is terminated
    - i. B-Codes: B004, B007, or B008
  - b. No see question 6
- 5. Has the employee exhausted FMLA or combined FMLA/WAPFML leave?
  - a. Yes See question 6
  - b. No Refer back to question 3
- 6. Will the employee return to work this school year and with work/pay total 630 hours?
  - a. Yes Benefits continue unless employment is terminated
    - i. B-Codes: B004, B007, or B008
  - b. No- Benefits end due to change from "anticipated to work 630" to "not anticipated to work 630"
    - i. B-Code: B001
- 7. During their leave, does the employee notify the leave desk that they are changing their return to work date?
  - a. Yes refer back to question 3
  - b. No No change to current status

#### Logic for determining benefits eligibility when an employee returns from leave:

1. Did employee work 630 hours during the last school year, and therefore have benefits on August 31st?

- a. Yes continue to question #2
- b. No Treat as newly eligible employee. See "Logic for determining benefit eligibility at the start of a new school year" or "Logic for determining benefit eligibility for a mid-year new hire."
- 2. Is the employee *anticipated* to return to work in the current school year, and will earn 630 hours in the new school year?
  - a. Yes benefits continue on 9/1
    - i. B-Code: B004
  - b. No benefits are not offered on 9/1. But see guestion 3
- 3. While on leave, does the employee (who had not previously been anticipated to return to work in this school year) move up their return-to-work date so that the return to their previous position occurs during the current school year?
  - a. Yes Continue to question #4
  - b. No no change to eligibility
- 4. If the employee had not been on leave, would they have been anticipated to work 630 hours in the current school year?
  - a. Yes employee is benefits-eligible on first day of month after their return from leave

i. B-Code: B004b. No – Not benefit eligible

i. B-Code: B001

#### Logic for determining benefit eligibility for a mid-year new hire:

- 2. On the date of hire, is the employee in a position in which they are anticipated to work 630 hours in the current school year?
  - a. Yes Benefits Eligible

i. B-Code: B004

- b. No see question 2
- 3. On the date of hire, is the employee in a position in which they are anticipated to work 630 hours in the next school year?
  - a. Yes see question 3
  - b. No Not benefit eligible

i. B-Code: B001

4. Will the employee work at least 17.5 hours in 6 of the last 8 weeks of the school year?

a. Yes - Benefits Eligible

i. B-Code: B004

b. No – Not benefit eligible

i. B-Codes: B001

#### Logic for determining eligibility for a mid-year staffing change:

1. Has the employee worked 630 hours since September 1st?

a. Yes

i. B-Code: B009

- b. No see question 2
- 2. With the combination of hours already worked and hours *anticipated* for the new position, is the employee anticipated to work a total of 630 hours this school year?
  - a. Yes Benefits Eligible

ii. B-Codes: B004

- b. No see question 3
- 3. Was the employee previously anticipated to work 630 hours, and does this change in status change the anticipation?
  - a. Yes Change in staffing causes benefits to end

i. B-Codes: B001

b. No – No change

#### Logic for determining benefit eligibility for substitutes:

- 1. Refer to "Logic for determining benefit eligibility at the start of a new school year" or "Logic for determining benefit eligibility for a mid-year new hire"
  - a. If answer to either of these is "yes," then benefits should be offered
  - b. No See question 2
- 2. Is the substitute staffed in a 45-day position?

a. Yes - Benefits eligible

i. B-Code: B007

b. No – not eligible

i. B-Codes: B001

#### Logic for determining benefit eligibility for hourly employees:

- 1. Is the employee newly staffed at the start of the school year?
  - a. Yes Refer to "Logic for determining benefit eligibility at the start of a new school year"
  - b. No Refer to "Logic for determining benefit eligibility for a mid-year new hire"

#### Logic for determining benefit end dates for terminating employees:

- 1. Has the employee terminated all positions?
  - a. Yes terminate benefits

i. B-Codes: B001

b. No – Refer to "Logic for determining eligibility for a mid-year staffing change"

From: Marnie White <mwhite@SIGinsures.com>

Sent: Tuesday, July 28, 2020 9:52 AM

**To:** Pitsch, Chatrina (HCA) < <a href="mailto:chatrina.pitsch@hca.wa.gov">chatrina.pitsch@hca.wa.gov">chatrina.pitsch@hca.wa.gov">chatrina.pitsch@hca.wa.gov</a>; Alefteras, Melody (HCA Contractor)</a> <a href="mailto:melody.alefteras@hca.wa.gov">melody.alefteras@hca.wa.gov</a>; Jacob, Jibu (HCA) < <a href="mailto:jibu.jacob@hca.wa.gov">jibu.jacob@hca.wa.gov</a>; Hildebrand, Pam (HCA)</a> <a href="mailto:permits-representation-no-new mailto:melody.alefteras@hca.wa.gov">chatrina.pitsch@hca.wa.gov</a>; Jacob, Jibu (HCA) < <a href="mailto:jibu.jacob@hca.wa.gov">jibu.jacob@hca.wa.gov</a>; Hildebrand, Pam (HCA)</a>

Cc: Somavarapu, Sunil K <<u>sksomavarapu@seattleschools.org</u>>; Nelson, Kristina <<u>krnelson@seattleschools.org</u>>; Nikki Turpin <<u>nturpin@SIGInsures.com</u>>; 'Sandy Philbrook' <<u>slphilbrook@seattleschools.org</u>>; Jaeger, Judie E <<u>jejaeger@seattleschools.org</u>>; Cortez, Santiago D <<u>sdcortez@seattleschools.org</u>>; Ortogero, Boyd K <<u>bkortogero@seattleschools.org</u>>; Seko, Ryan <<u>rseko@seattleschools.org</u>>; Robinson, Mindy A <<u>marobinson@seattleschools.org</u>>

**Subject:** SPS API Test Results 7/27/2020

Hello all,

I have completed the review of yesterday evening's test. All files, including test results, the error report, and transmitted files, are here: <a href="https://spragueisraelgiles.sharefile.com/d-sa777379d26a427e9">https://spragueisraelgiles.sharefile.com/d-sa777379d26a427e9</a>

Unfortunately, we are still seeing errors related to the eligibility date that appear to be causing the records to not load correctly. These eligibility date errors also seem to be precluding errors I would expect to see elsewhere on the same record, like when an employee is eligible in May and has a term date in October. See Test Scenario #12, Thurston, Carter, and Williams for examples.

The error report contains three different kinds of errors related to the eligibility date. Assuming the eligibility date is to be included on all records that SPS transmits, we need to get this fixed:

- 1. The eligibility date provided for this subscriber is outside of the lower limit dates.
- 2. The new eligibility date exceeds the lower limit date
- 3. Eligibility date must be within the last 80 years and cannot occur more than 30 days in the future. (this is the only ongoing error we would expect to see)

In addition, though termination dates and records are on the transmission file, they are not on the error report and not showing up with term dates in SMA. See Test Case Scenario #14 for the clearest examples. I do not understand why these are not showing up in SMA when they are on the transmission file. Is this something that HCA is correcting?

Please let me know if you have questions. Looking forward to our 4pm call.

#### Thanks,

Marnie White, SPHR, SHRM-SCP Vice President Sprague Israel Giles, Inc. 1501 4th Avenue Suite 730 Seattle WA 98101

Direct 206.957.7055 Office 800.526.0635 or 206.623.7035 Fax 206.682.4993

#### A Proposal To:

#### **Seattle Public Schools**

for

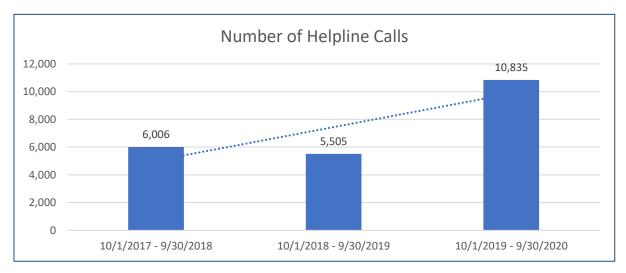
## **Employee Benefits Administration and Consulting Services**

#### Section 14:

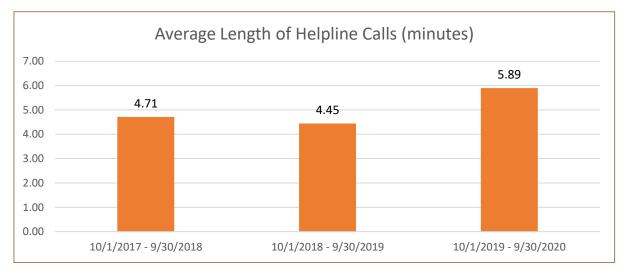
## Supplemental Materials Employee Resources and Communications



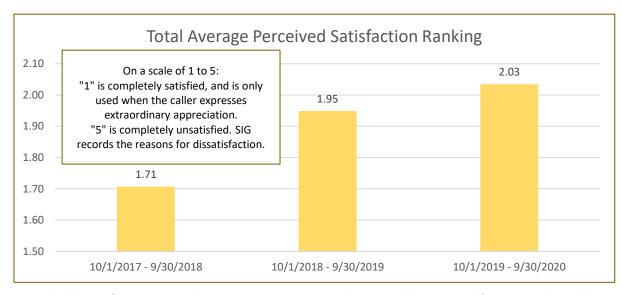
## SPS Benefits Helpline Calls: Three Year History (SEBB Open Enrollment began 10/1/2019)



The number of Helpline calls increased by 50% over the most recent 12-month period

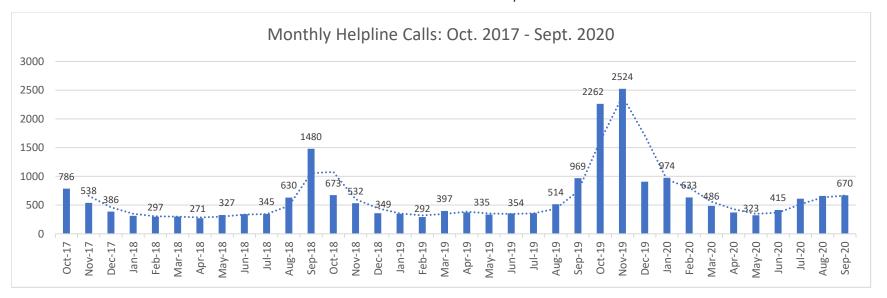


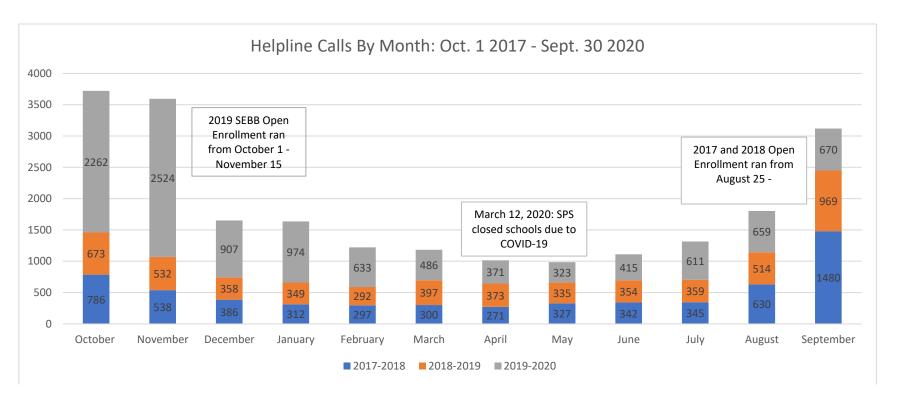
The length of time spent per call increased by 1.4 minutes (75%) over the most recent 12-month period

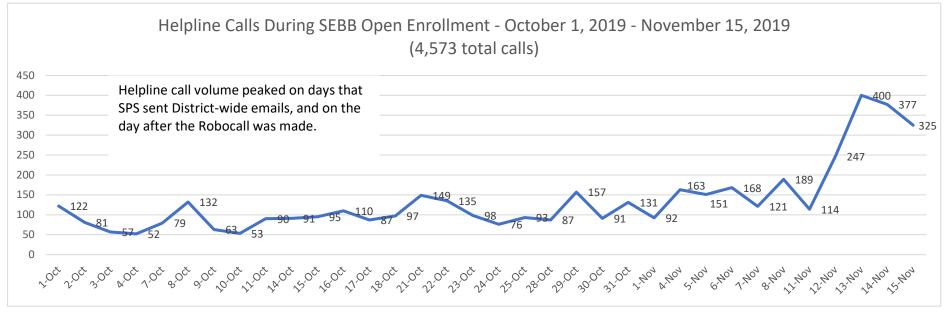


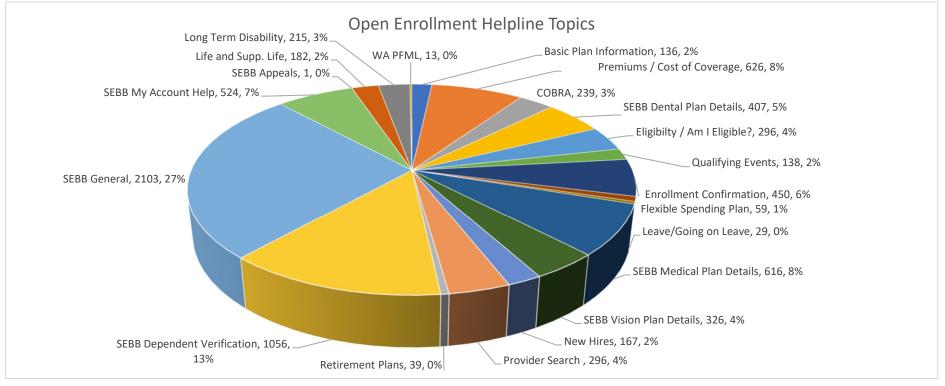
Perceived caller satisfaction decreased over the most recent 12-month period. Callers expressed frustration with enrollment, plan offerings, wait times, and the appeals process.

## SPS Benefits Helpline Calls Three-Year History











#### **Announcing**

### **SEBB Open Enrollment**

October 26 - November 23, 2020

#### Your Annual Opportunity to Make Changes

Open Enrollment for your SEBB benefits plans is Monday, October 26<sup>th</sup> through Monday, November 23<sup>rd</sup>. The Health Care Authority has sent the Intercom newsletter to employees' homes, and information is available online.

What can I do during Open Enrollment? Open Enrollment is the only time of year when you may make changes to your benefits plans without experiencing a special qualifying event. You may make changes to your medical, dental, or vision plan, waive medical coverage, add or drop coverage for dependents, and enroll in the flexible spending plans for 2021. This Open Enrollment only, you may enroll in Supplemental Long Term Disability coverage without answering medical questions.

#### **Open Enrollment Instructions**

Please review the Health Care Authority's communications for details about Open Enrollment. Information is available online at hca.wa.gov/sebb-employee.

- Review the 2021 premiums: Medical plan premiums will increase for many plans in 2021. Copays, deductibles and other cost shares to use the plans will not change. See the Health Care Authority's Intercom newsletter for details.
- 3. Waive medical coverage or change plans: You may change medical plans during Open Enrollment. If you have other employer-based group medical coverage, a TRICARE plan, or Medicare, you may waive medical coverage.
- 4. **Change dental or vision plans:** You may change dental or vision plans. You cannot waive dental or vision coverage.
- Enroll in the flexible spending plans: To participate, you must enroll or reenroll each year. To enroll, go to <u>sebb.naviabenefits.com</u>. FSA enrollment cannot be done through SEBB My Account.
- Enroll in supplemental Long Term Disability (LTD) Coverage: This Open Enrollment period is the final chance for current employees to enroll in the supplemental LTD without answering medical questions.

Important Deadline: Midnight, Monday November 23, 2020!

#### Deadlines and How to Enroll

All Open Enrollment changes must be made before midnight on November 23, 2020.

To enroll, waive medical, or make changes, log into SEBB My Account. Once you have made your changes, print and save a Statement of Insurance to confirm your elections. To enroll in the Flexible Spending Plans, visit sebb.naviabenefits.com

#### No access to a computer?

A limited number of enrollment forms are available for any employees without computer access. Please contact the Benefits Helpline at (206) 957-7066 for a form and instructions.

Completed enrollment forms may be mailed to MS 33-157 PO Box 34165, Seattle WA 98124, or you may email your form to benefits@seattleschools.org.

Completed forms must be received by SPS Benefits no later than November 23, 2020.

#### Find More Information

This year, there will not be inperson benefits fairs or open computer labs. However, many resources are available. Please see page 2 of this memo for details.

#### **Payroll Deductions**

Enrollment and premium changes are effective January 1, 2021, and will be reflected on your February 1st paycheck.

## What You Need to Know!

Certain elements of the SEBB program have been a challenge for SPS employees this year. Here is what you need to know:

#### **Dental Insurance:**

- SEBB provides <u>two</u> Delta Dental plans!
- DeltaCare is a managed care plan with a small Delta Dental provider network
- UDP uses the larger Delta Dental PPO network
- Check your dentist!
   Before you select a plan, see if your dentist is the network at www.deltadentalwa.co m/sebb
- Willamette Dental is a managed care plan that uses only Willamette Dental providers

#### Default Enrollment:

- Eligible employees who do not make a plan election within 31 days of their eligibility date are automatically enrolled on the default plans, including the UMP Achieve 1 medical plan, with the tobacco use surcharge.
- You can waive! If you have other employerbased group medical coverage, a TRICARE plan, or Medicare, you may waive the SEBB medical coverage.
- ♦ Not a tobacco user? If you do not use tobacco, the surcharge may be removed at any time, on a prospective basis. Log into SEBB My Account to change your attestation.

#### **Open Enrollment Resources**

Though there will not be in-person benefits fairs or open computer labs this year, there are many resources to help you get the information you need during this Open Enrollment period.

**Virtual Benefits Fair:** The SEBB Virtual Benefits Fair is available 24/7 at <a href="https://hca.wa.gov/VBF-sebb">hca.wa.gov/VBF-sebb</a>. Visit the fair to find informational videos, webinars, links to provider searches and plan comparisons.

Alex, the Virtual Benefits Assistant: Give yourself some time to visit with Alex. Alex can help you find a plan based on where you live, who you plan to cover, and what you expect your plan utilization to be in 2021. Visit <a href="https://exammagov/Alex">https://exammagov/Alex</a> to get assistance. Remember, once you have a plan recommendation from Alex, you will still need to log into SEBB My Account to make your elections.

**Webinars:** The SEBB program insurance carriers will be hosting a series of webinars beginning October 21<sup>st</sup>. You can register for any of the webinars from the <u>Open Enrollment Webinar</u> page on HCA's website. Through the webinars, you can learn about the plan networks, get more information on Long Term Disability, and learn about the tax savings when you participate in a flexible spending plan.

SPS Webinars: In addition to webinars offered by the SEBB Program, the District's benefits team has designed webinars specifically for SPS employees. Both live and pre-recorded webinars are available on the SPS Benefits Website

www.benefitspage.com (password "sps").

Live webinars will be presented on the following days at 10am and 4pm with time available for live Q&A.

Thursday, October 22<sup>rd</sup>
Open Enrollment Basics: Enrolling
Dependents, Coverage and Benefits

Thursday, October 29<sup>th</sup>
Dental and Vision Plan Choices:
Networks and Coverage

Thursday, November 5<sup>th</sup>
Medical Plan Choices: Networks,
Coverage and Premiums

Thursday, November 12<sup>th</sup>
Flexible Spending Plans, Supplemental
LTD, and the Wellness Incentive

### Continued Benefits Help for SPS Employees

The Benefits Helpline and Benefits Website

Benefits can be confusing. But there is help! Please review your SEBB Intercom newsletter carefully. To find more information, visit the resources detailed in the newsletter. For easy access to the most frequently requested SEBB program information, visit the Benefits Website at www.benefitspage.com (password: "sps"). If you have questions or need assistance thinking through your choices, the friendly and knowledgeable team at the Benefits Helpline is ready to assist you and your family members.







#### SEBB BENEFITS AGENDA

So much to cover!

- · An overview
- Eligibility
- Open Enrollment
- \*How to enroll and dependent verification
- Benefits
- Resources
- Questions

3



4

#### SCHOOL EMPLOYEE BENEFITS BOARD — "SEBB"

An overview:

5

- Created by Engrossed House Bill (EHB) 2242, and signed into law on July 6, 2017
- WA school districts, charter schools, and represented employees of Washington's educational service districts (ESDs), receive health and other insurance benefits for eligible employees through the SEBB Program beginning January 2020
- Administered by the Health Care Authority (HCA)

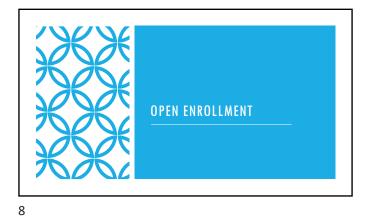
SEBB

- Benefits plans are standardized across the state
- Premiums and premium shares are the same
- Geographic differences can affect plan access

#### **ELIGIBILITY**

No longer based on "FTE"

- \*Eligible employees work 630 hours per school year
- School year is September 1 August 1
- Benefits are not pro-rated based on part-time work



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#### OCTOBER 1 - NOVEMBER 15, 2019

All eligible employees must enroll or waive coverage!

- •You will receive notification via email
- Eligible
- Ineligible
- Not eligible yet

**SEBB MY ACCOUNT** 

Click the link to enroll: myaccount.hca.wa.gov

If you do not complete the surcharges section of your enrollment, you will be charged!

- 1. Add your dependents to your account
- Legal spouse, registered domestic partner (over age 62), children
- 2. Verify your dependents
  - Upload documents from your computer or phone
- 4. Attest to premium surcharges
  - Tobacco surcharge or spousal surcharge, if applicable
- 4. Select your plans

- Use ALEX, the online benefits advisor, check out the virtual benefits fair, and review your Initial Enrollment Guide for information

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#### **ADDING DEPENDENTS**

Before you log in to SEBB My Account, you need:

- For your family members:
- Name, Date of birth, social security number, and verification documents
- Verification documents include:
- \* 2018 tax return (1st page only, okay to black out financial info!)
- · Birth certificate
- \* Marriage certificate within last two years
- Marriage certificate <u>and</u> proof of same residency
- You must upload verification documents before November 15th, or your family members will not have coverage!

PREMIUM SURCHARGES

Tobacco use premium surcharge

\$25 in addition to your monthly premium, if

You or any family member age 13 or older uses a tobacco product

Spousal premium surcharge

- \$50 in addition to your monthly premium, if
- You enroll your spouse for SEBB medical coverage and he or she is also eligible for group medical insurance through his/her own employer  $\,$
- · May be waived based on cost and coverage provided by other employer's plans

11

12

cost to cover eligible family members for dental and

vision on the SEBB plans, but they must

#### **CHOOSE YOUR PLANS!**

#### Basic Benefits:

- Medical insurance
- Dental Insurance
- · Vision insurance
- Basic life insurance and accidental death & dismemberment (AD&D)
- · Basic long-term disability insurance
- Health Savings Account (for HDHP enrollees)
- Wellness Program

13

- Voluntary Benefits:
- Supplemental Life and AD&D
- · Supplemental LTD
- Medical Flexible Spending Arrangement
- Dependent Care Flexible Spending Arrangement DCAP)



#### MEDICAL: PLAN AVAILABILITY BASED ON LOCATION

Plans NOT available in King County:

- \*Kaiser Permanente Core 3
- \* Instead choose Core SoundChoice
- Kaiser Permanente <u>NW</u> Plans
- \* These are for Vancouver/Southwest Washington
- · Premera Peak Care EPO
  - · Available in Pierce County

#### MEDICAL: THREE CARRIERS

#### Kaiser Permanente:

14

- \* Kaiser Permanente Core: SoundChoice, Core 1, Core 2
- \* Kaiser Permanente WA Options Access: PPO 1, PPO 2, PPO 3

#### Premera Blue Cross:

· High PPO, Standard PPO

#### Uniform Medical Plan:

- · UMP Achieve 1, UMP Achieve 2
- · UMP High Deductible (HSA Qualified) • UMP Plus (both PSHVN and UW Medicine ACN)

15 16

#### MEDICAL PLAN NETWORKS

#### Kaiser Permanente:

Kaiser Permanente Core: Kaiser Permanente only

Kaiser Permanente WA Options Access: Kaiser Permanente, First Choice Health Network, First Health Network

#### Premera Blue Cross:

High PPO, Standard PPO: Premera's Heritage Prime Network (includes UW, VM, Evergreen, NW Hospital, Valley, Multi-Care, etc. NO Swedish/Providence)

#### Uniform Medical Plan:

- ve 2, High Deductible: Regence Blue Shield PPO
- \* UMP Plus PSHVN-Includes Polyclinic, CHI Franciscan, Rainier Health Network. NO MultiCare,
  Overlake, Evergreen

   \* UMP Plus UW Medicine ACN: University of Washington, Proliance, Children's Hospital

MEDICAL PLAN HIGHLIGHTS Kaiser Access PPO UMP Annual Deductibles \$125 to \$1,250 \$250 to \$1,250 \$750 to \$1,250 \$125 to \$1,400 (generally waived for office visits) \$20 to \$40 copay Office Visits \$10 to \$40 \$20 to \$40 15% to 20% 15% to 20% Coinsurance 20% 20% to 25% 15% to 20% Prescription Deducible \$125, waived for generic None None Annual Out-of-Pocket Maximum \$2,000 to \$4,000 \$2,500 to \$4,500 \$3,500 to \$5,000 \$2,000 to \$4,200



#### **HEALTH SAVINGS ACCOUNT (HSA)**

 ${\sf HSA} \ \underline{\sf only} \ {\sf for \ employees \ enrolled} \ {\sf on \ the \ UMP \ High \ Deductible \ Plan} \\ {\sf ^*Health \ Equity: \ HSA \ plan \ administrator}$ 

- You must establish an account with HealthEquity in order to receive SEBB contributions

  - For single subscriber: \$31.25 per month, up to \$375 for the 2020 calendar year For employee with family: \$62.50 per month, up to \$750 for the 2020 calendar year
  - SmartHealth Wellness participation incentive: \$50
     You may also make your own contributions, up to IRS limits
  - Individual: \$3.550 from all sources
  - Family: \$7,100 from all sources

20

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#### **WELLNESS - SMARTHEALTH**

#### Voluntary Wellness Program

- \* Secure mobile-friendly website
- \* Participating employees can auglify for a wellness incentive every year

#### Wellness Incentive

- 2020: \$50 incentive
- Reduction in medical plan deductible, or
   Contribution to Health Savings Account, if enrolled on HDHP

You must participate before November 15, 2019 to receive the Wellness Incentive for 2020!

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#### **DENTAL PLANS**

- DeltaCare:
   Managed Care Plan: Select a primary dental provider, or one will be selected for you!
- No out-of-network coverage
  No deductible. You pay copays for services.

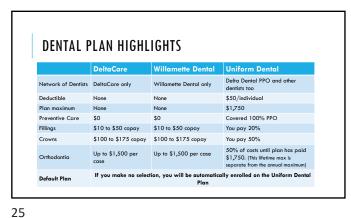
- Willamette Dental Group:

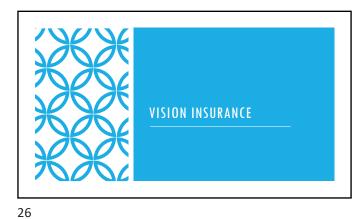
  Managed Care Plan: Select a primary dental provider, or one will be selected for you! No out-of-network coverage
- No deductible. You pay copays for services.

#### Uniform Dental Plan:

- PPO Plan uses the Delta Dental PPO network.

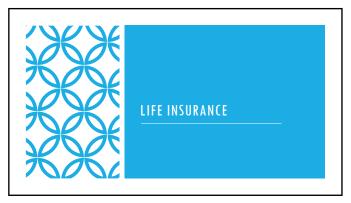
  You can see any dentist. Coverage is better when you see Delta Dental PPO providers.
- \$50 deductible is waived for preventive services. Coinsurance level depends on service received





**VISION PLANS** Davis Vision • EyeMed • MetLife \*Check the networks! Is your vision provider included in the vision plan? **REVIEW YOUR VISION PLAN** MetLife Routine Vision Exam Lenses - once every 24 months \$0 Frames – once every 24 months \$0 up to \$150, then 20% discount \$0 up to \$150, then 20% discount If you make no selection, you will be automatically enrolled on the MetLife Vision Plan Plans provide out-of-network benefits, but benefits are reduced Check the details!
 Check with your vision providers

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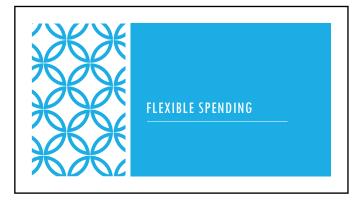
LIFE AND AD&D INSURANCE Provided by MetLife • \$5,000 AD&D benefit \* Automatic, and covered by SEBB Supplemental Life and AD&D Voluntary and employee-paid
Premiums are based on age • Increments of \$10,000, up to \$500,000 with no medical questions, during this first Open Enrollment only \* Coverage for spouse and children is also available, in smaller amounts Link to the MetLife enrollment website to create an account and enroll

30 29



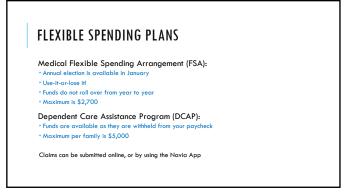
LONG TERM DISABILITY INSURANCE Provided by Standard Insurance Company \* Automatic, and covered by SEBB Supplemental Long-Term Disability Insurance Voluntary and employee-paid • Premiums are based on age \* 60% of your gross monthly pay, to a maximum benefit of \$10,000 per month Enroll online through SEBB My Account

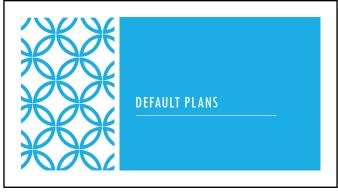
32



FLEXIBLE SPENDING PLANS Administered by Navia Benefits Solutions: Medical Flexible Spending Arrangement (FSA): \* Make an annual pre-tax election \* Equal amounts are withheld from your paycheck pre-tax • Pay for health expenses for you and your tax family Dependent Care Assistance Program (DCAP): \* Make an annual pre-tax election \* Equal amounts are withheld from your paycheck pre-tax \* Pay for daycare expenses for children under age 13, or eldercare, so you and your spouse can work

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#### WHAT IF I DON'T ENROLL?

Enrollment is Automatic:

- Basic Life and AD&D
- Basic LTD
- MetLife Vision employee-only
- · UDP Dental employee-only
- UMP Achieve 1 employee-only \$33 per month
- \* Tobacco Premium Surcharge \$25 per month

You may waive medical insurance if you are covered by:

- Another employer's group medical insurance
- TRICARE

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#### BENEFITS FAIRS

Bellevue: Monday, October  $14^{\rm th}$ , from  $4-8 {\rm pm}$ , Bellevue College

Virtual Benefits Fairs online 24/7 at SEBB My Account

SEBB Enrollment Workshop: Tuesday, October 22<sup>nd</sup>, from 3-5:30pm, SPS JSCEE

#### ADDITIONAL ASSISTANCE

- \*Alex, the online benefits advisor
- \*Weekly Benefits Updates from SPS!
- Helpful links to the information you need
- myaccount.hca.wa.gov
- \* Tech assistance at 1-855-548-3100
- \*The Benefits Website: <u>www.OurPasswordPage.com</u> (password: sps)
- \*The Benefits Helpline: (206) 957-7066

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August 10, 2020

Name Address City, WA ZIP

RE: Response to SEBB Employee Request for Review/Notice of Appeal

Thank you for sending a SEBB Employee Request for Review/Notice of Appeal.

We have completed the Employer section of the Appeals form and have enclosed it. The next step is for you to send the completed appeal form and any supporting documentation to the Health Care Authority for their review and decision. We recommend faxing your completed appeal at the fax number on the form.

As of July 15<sup>th</sup>, Health Care Authority let us know that the SEBB Appeals Department was backlogged and working on appeals dating back to April of this year. Once your appeal has been opened and logged by the Appeals Department, they will send you an acknowledgement letter with a tentative date for when you can expect a decision about your appeal. You can call the SEBB Appeals Department at 1-800-351-6827 to check the status of your appeal, but should be aware that as of July 15, 2020, the Appeals Department was working to return voice messages dating back to June 10, 2020.

If you have other questions related to your enrollment, please do not hesitate to call the Benefits Helpline at (206) 957-7066.

Sincerely,

SPS Benefits Administrators Sprague Israel Giles, Inc.



## **Benefits Administration Contract**

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Clover Codd
Chief Human Resources Officer/Human Resources
Clcodd@seattleschools.org

This is a copy of the request for proposal No. RFP092006 for Employee Benefits Administration and consulting services.

Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134
Telephone: (206) 252-0566
Fax: (206) 743-3018

contractingservices@seattleschools.org

### Request for Proposal No. RFP092006

for

## **Employee Benefits Administration and Consulting Services**

**Submittal Deadline:** 

**Date: October 15, 2020** 

Time: 10:00 a.m.

**Instructions** 

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# PROPOSAL CERTIFICATION FORM

TO: Nancy Milgate, Contracting Services Manager

The undersigned provider hereby certifies as follows:

	I read the Seattle School District's Request for Proposal No. RFP092006 and the following Addenda and to the best of my knowledge I complied with the mandatory requirements stated herein:				
	Addenda Number	Issue Date	Issue Date		
	I had the opportunity to ask questions have been asked;		equest for Proposal, and that if such by the District.		
3.	That the proposer's respons	e is valid for 90 days.			
Dated	at, this	of	2020.		
(Signa	ature)	(Title)			
(Prin	t Name)	(Email	Address)		
(Con	npany Name)	(Teleph	none Number)		
(Addı	ress)	(Fax Nu	umber)		
(City)	)	(UBI N	umber)		
(State	)				
(Zip)					

#### 1.0 INTRODUCTION

Seattle Public Schools (the District) is requesting proposals from companies qualified to act as a third-party administrator for its Benefits Administration Consulting Services.

This Request for Proposal describes the selection process and the documentation required for submitting proposals for this project. Any firm failing to submit their proposal in accordance with the procedures set forth in the Request for Proposal may be considered nonresponsive.

## It is the intent of the District to award the project listed above to one firm.

The selection of the consultant for these services will proceed in the following manner:

- Seattle Public Schools shall receive proposals no later than the due date and time specified in Section 2.0 of this RFP.
- An initial screening will follow, resulting in a short-list of one or more qualified firms that will be selected for interviews (if deemed necessary).
- The District may conduct interviews (if deemed necessary) with the selected firms, in accordance with a schedule to be determined by the Selection Committee in order to select the best proposals, all factors considered.
- The District reserves the right to seek clarifications about the proposals.
- The District may award a contract based solely on the written proposals. However, the District may elect to engage in negotiations with a selected short list of vendors in order to improve the proposals and obtain the best contract(s) for the District.
- The District reserves the right to request post-proposal modifications, including best and final offers and considerations.
- The final selection will be based upon the criteria set forth in Section 6.1. The District reserves the right to negotiate with the successful firm on pricing, scheduling, or other factors.

#### 2.0 SCHEDULE

#### 2.1 Schedule of Activities

SCHEDULE		
Date	Selection Process	
September 24, 2020	Advertisement for Request for Proposal Published. (First Notice)	
October 1, 2020	Advertisement for Request for Proposal Published. (Second Notice)	
October 2, 2020	Last day for Questions from Proposers by 2:00 p.m.	
October 15, 2020	Proposal Due by 10:00 a.m.	
October 16-19, 2020	Initial screening with short list of vendors selected as finalists (anticipated)	
Approx. October 21-23, 2020	Finalists provide demonstrations/interviews.	
Approx. October 26, 2020	Selection of firm.	
November 18, 2020	Introduction to Board	
December 2, 2020	Board Action	
January 1, 2021	Contract Start Date	

#### 3.0 QUESTIONS AND COMMUNICATION

All communication and/or questions shall be submitted in writing at the dates and times indicated herein to:

**U.S. Mail:** Nancy Milgate

Contracting Services Seattle Public Schools

M/S 22-337 P.O. Box 34165

Seattle, WA 98124-1165

**Physical Location:** Nancy Milgate

Contracting Services Seattle Public Schools

M/S 22-337

2445 Third Avenue S. Seattle, WA 98134-1923

Phone: (206) 252-0566 Fax: (206) 743-3018

E-mail: contractingservices@seattleschools.org

All questions must be submitted electronically by e-mail or fax to Contracting Services by the date and time indicated in Section 2.0. Reference the RFP number in the subject of your email. The District will consider no telephone or in-person inquiries, except at the interviews for those firms making the short-list.

Answers to questions will be issued in the form of an addendum which will be provided electronically on the Builders Exchange website at <u>Builders Exchange of Washington</u> and on the Seattle Schools <u>Current Solicitations</u> website.

Proposals must be submitted ELECTRONICALLY via e-mail, and the Subject Line of e-mail shall note the RFP number and Project Title.

In the event that a firm attempts to contact any official, employee, or representative of Seattle Public Schools in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

This prohibition does not apply to:

- Telephone calls to the District to request copies of this RFP, to confirm attendance, or request directions relative to an interview notification received from the District;
- Delivery of written questions about the proposal;
- Discussion at the interview (if deemed necessary);
- Delivery of the firm's proposal.

#### 4.0 BACKGROUND

Seattle Public Schools serves a population of approximately 53,627 students (October 2019 enrollment data) in 104 schools located within the boundaries of the City of Seattle.

The District employs approximately 11,675 employees, with 10% holding multiple, concurrent roles. The workforce is a combination of union and non-union personnel. Employees are represented by thirteen (13) bargaining units. The largest units include approximately 4,534 certificated and 1,737 support personnel represented by the Seattle Education Association as well as 1,500 substitutes, 722 staff represented by Local 609 of the International Union of Operating Engineers, and 142 staff represented by the various crafts and trade unions. The workforce also includes approximately 505 non-represented employees and over 1,500 hourly staff.

#### 5.0 PROJECT SCOPE

The District seeks a firm that will work well within the District's environment, as described above. The firm shall provide accurate, efficient and timely professional services for the administration of benefits under the Washington State Health Care Authority's (HCA's) School Employees Benefits Board (SEBB) program wherein eligible staff may elect medical, dental, vision, basic life, accidental death and dismemberment (AD&D), and long-term disability (LTD) coverage for self and eligible family members under SEBB. Flexible Spending Arrangements (FSAs) and Dependent Care Assistance Plans (DCAPs) are also available. The approximate number of benefits-eligible employees at the District is currently 7,768.

Services must be in compliance with all statutory requirements. Basing their decisions and recommendations on the District's data and benchmarking against comparable employers, the firm shall work with the District's Human Resources Department to identify opportunities to improve processes.

The District is seeking a firm to perform the full range of services related to the design, implementation, maintenance, communication, and improvement of its Benefits Administration Services.

The District reserves the right to delete any or all scope from the project listed above. The District also reserves the right to modify the schedule, specific size or scope.

The District reserves the right to terminate this contract at any time for any reason.

The Consultant shall, at a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary to complete this work.

#### 5.1 Deliverables

#### A. Benefits Administration

- 1. Ensure compliance with all SEBB-related legislative requirements stemming from House Bill 2242 regulating benefits eligibility, enrollment, communication and billing. Maintain accurate eligibility and enrollment in SEBB MyAccount (SMA) using automated data feed from SAP, the District's system of record, directly into SMA, or manually adjusting eligibility in SMA, as needed.
- 2. Understand the benefit offerings through SEBB including plan choices, supplemental benefits, spousal and smoking surcharges and wellness incentive. Communicate information pertaining to HCA/SEBB benefit provisions to employees on a regular basis.
- 3. Provide timely communication of benefits eligibility to new hires, terminations, and/or gains/losses of coverage. Monitor the hours report for identification of employees meeting the 630-hour eligibility requirement. Administer the communications and enrollment processes.
- 4. Develop a complete understanding of eligibility conditions for substitutes, hourly employees, employees on leaves of absence, and concurrent employees; ensure proper coding in SAP; track and report eligibility and enrollment statistics on a regular basis. Provide costing estimates, as requested.
- 5. Validate that billing files from HCA, \$80+M monthly, accurately reflect eligibility, employee and employer contributions are accurate, and such data is recorded properly in SAP. Reconcile data between SMA, HCA billing files, and SAP monthly, resolving discrepancies.
- 6. Transmit and/or validate interface feeds to Navia and MetLife. Resolve discrepancies in data. Ensure data is accurately communicated to the providers.
- 7. Identify employee short-pays and send notices to employees who must self-pay due to short or no pay warrant for the month. Monitor short-pays and COBRA participants.
- 8. Provide input into system-related improvements, programming development and testing, and implementation of changes to meet SEBB-related legislative requirements and/or system fixes to streamline processes.
- 9. Provide open enrollment support, including, but not limited to, assisting with the development of open enrollment materials; and participate in open enrollment meetings, as reasonably requested. Assist employees with enrollment in SMA and/or direct them to the appropriate resources at HCA.
- 10. Provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials.

- 11. Provide day-to-day consultation, research and responses on matters such as, but not limited to; plan interpretation, eligibility issues, billing and other matters that may arise during the normal course of business.
- 12. Attend periodic meetings to facilitate and assist in the management of the District's health benefit plans and programs; to include interaction with the Health Care Authority (HCA) on new developments and issue resolution.
- 13. Identify, investigate, analyze and implement efficiency measures and other concepts that have the effect of reducing the cost associated with administration of employee benefit programs without reducing service to the District's employees.
- 14. For Open Enrollment, adhere to HCA Open Enrollment dates, create and deliver to the District employees appropriate and easily understood supplemental open enrollment information and materials; provide appropriate and timely electronic notices for the District to disseminate via email; collect enrollment information/forms (either paper or electronically), add, change, and delete employees and dependents from coverage in SEBB MyAccount (SMA), and make appropriate adjustments to payroll. Create and follow a process to ensure accurate eligibility tracking and administration during open enrollment.
- 15. Inform the District of any pertinent legislative changes that change benefits administration requirements. Ensure rate changes are communicated and implemented by the District in a timely manner.
- 16. Provide benefit administration for present programs as well as new programs mandated by law. Process and handle all employee benefits-related appeals and administrative issues. Add, change and terminate coverage based on Action Notices, enrollment forms and SAP interfaces. Create and follow a process to contact and help new hires who do not enroll in a medical plan. Perform all administrative functions surrounding each month's benefits elections and waivers for reconciliation of records. Administer COBRA and Self-pay programs, including notice requirements, eligibility, enrollment, termination, collecting premiums and paying carriers. Provide HIPPA and COBRA letters as necessary.
- 17. Enter payroll deductions and adjustments, including adjustments for active employees, substitutes, FMLA, new hires, and terminations. Use Action Reports to determine benefit changes and to perform adjustments, reconcile double deductions, track premiums missed due to terminations, manage retirees, set up of benefits for dental, vision, life and LTD for those eligible, and terminate benefits in a timely manner ensuring SAP and SEBB accuracy.
- 18. Work with the District's Human Resources for presentation of Benefits Orientations (weekly) and Benefits and Open Enrollment Seminars (periodically).
- 19. Provide necessary and appropriate business analyst and programmer expertise to create interfaces with SAP and any other District programs and processes needed to ensure SEBB administration aligns with SAP; this includes input into programming and development of processes for secure transmission of documents and data. Ensure all interfaces with vendors operate at optimum efficiency with few, if any, redundant processes. Ensure ability to create queries and run reports in SAP and SEBB MyAccount to gather information to perform adjustments.
- 20. Create and maintain a "Benefits hot line" with dedicated employees for the District, minimum of 5 days per week, 9 hours per day.

- 21. Create a website (integrated with the District) that allows employees to read and understand SEBB benefits as appropriate. Ensure legality of electronic changes. Issue confirmation notices to employees of benefit changes. Track activity and provide info as requested.
- 22. Ensure timely and appropriate compliance with all applicable Federal and State laws, both present and future. Provide statistical analysis as needed for the Affordable Care Act. Advise the District of the need to offer appropriate benefits to our employees falling under ACA provisions.

#### B. Compensation

The District expects the firm to disclose all charges to be assessed to the District for the Scope of Work. The consultant's only permitted source of income, revenue or compensation earned or received in connection with the District's account (as it pertains to the District's medical benefits programs for Medical, Vision, Dental, Rx, Stop Loss and any other medical related coverage) shall be an annual total fixed flat fee paid by the District.

The District may consider other sources of compensation for optional/voluntary products, as acceptable with disclosure and authorization. The District will require complete disclosure of any and all fees, overrides and/or bonuses obtained in connection with the District's account.

#### D. Subcontracting

The District requires the firm to contract with the best providers for ancillary services at a reasonable fee. The District will consider using providers who are affiliates of the firm but reserves the right to direct the firm to contract with other service providers of the District's choice. The District shall have final decision in the selection of such providers.

#### E. Staffing

The following minimum staffing requirements must be incorporated into your proposal:

- a) An Account Team dedicated to the District's account.
- b) Team members must have experience in Benefits Administration adjusting and/or Benefits Consulting.
- c) A representative must be able to:
  - make presentations as necessary; to include senior leadership and the School Board when appropriate;
  - attend meetings on behalf of the district and represent Seattle Public Schools' interests during interactions with the Health Care Authority and SEBB; and
  - make site visits when necessary.

#### F. Data System

This section outlines the District's current system and the minimum requirements for a new system. If invited to participate in the interview process, you must prepare a demonstration of your data system for the interview.

System requirements:

- 1. The District's system (SAP) is the system of record
- 2. Out bound interface files from SAP include, but not limited, to employee's demographic, employee's dependents, deductions/payment reconciliation
- 3. In bound interface files to SAP include, but not limited, to employee's enrollment, deductions/payment adjustment
- 4. Ability to accept District assigned employee's personnel id
- 5. Secure FTP exchange setup for interface files
- 6. Secure website access for open enrollment

## G. Notifications

The firm will provide notification to the District representative as to any exception situation.

Please note that the District will select the successful firm based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive minor irregularities and informalities, and make the awards in its best interest.

#### 6.0 SELECTION PROCESS

#### 6.1 <u>Method of Selection</u>

- 1. The District will review all proposals and select one firm based upon the best interests of the District, all factors considered. The District reserves the right to conduct interviews with the top three firms, if deemed necessary.
- 2. Among the factors to be considered are the following:

EVALUATION CRITERIA	POINTS
Qualifications – 80%	
Vendor's approach to successful completion of contract deliverables, where shown in the submittal.	20
References with similar or larger organizations, preferably in an education or government environment.	10
A proven track record in providing Benefits Consulting and/or Benefits Administration services to employers of comparable size and complexity to the District.	20
Qualifications and experience of vendor's personnel.	15
Quality of the proposal, including conciseness, clarity, and thoroughness	5
Willingness to accept the District's terms and conditions as noted in the Standard Form of Contract	10
Pricing – 20%	
Price of Services	20

Based on the recommendation of the Committee, the District will enter into contract negotiations with a selected firm. Upon receipt of best and final proposals, the Committee will select the best proposal, all factors considered.

#### 6.2 Notifications

The District will provide timely notifications to firms responding to the Request for Proposal upon selection of the recommended firm.

#### 6.3 Seattle Schools Right to Reject

The District reserves the right to reject any and all proposals and re-advertise the RFP at any time prior to approval of the recommended firm and the negotiated agreement. All costs incurred in the preparation of the Request for Proposal process shall be borne by the proposing firm. **Proposals submitted in response to this Request for Proposal shall become the property of the District and be considered public documents under applicable Washington State laws.** 

The District reserves the right to modify the scope of services as a result of the written submittals and/or interviews.

#### 6.4 <u>Procedures Requirements</u>

Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

#### 7.0 SUBMITTAL REQUIREMENTS

#### 7.1 General Submittal Requirements

The submittal requirements shall be as follows:

<u>SUBMITTAL METHOD</u>: The proposing firm, joint venture or other form of association ("firm") shall submit one (1) ELECTRONIC copy of their proposal for the project sent via email to <u>contractingservices@seattleschools.org</u>. The Subject Line of the e-mail shall note the RFP number and Project Title. Please combine sections below into one PDF with each section bookmarked within the PDF.

Each proposal is to be a maximum of fifty (50) pages (8-1/2" x 11") single sided, not smaller than 12-point type.

- 1. The cover letter, Proposal Certification Form, table of contents, and bookmarks do not count toward the page limits.
- 2. Project cut sheets, including photos, are included in the page limits. Submittals exceeding the page limits may be considered non-responsive.
- 3. **Please Note:** In preparing the firm's submittal, the proposing firm shall clearly identify the designated person of record responsible for any referenced project. If the proposing firm is representing an individual's experience while employed at another firm, the firm of record for the project and the individual's role shall be clearly identified.

#### 7.2 Contents of the Proposal

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals include the following basic format. Firms are expected to provide services as outlined in this RFP and prepare its response to fully address its ability to satisfy these components. Although the District has specified a generous page limit, **clarity and conciseness are essential**.

- 1. <u>Signed Proposal Certification Form</u> (page 3 of the RFP). This does not count towards the page limit.
- 2. Table of contents (maximum 1 page).
- 3. Separate section: Executive Summary

Provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in the Request for Proposal.

- 4. Separate section: Company Profile
  - a) Identification of firm (or firms, if a joint venture or association) including address, telephone number, email address and date firm(s) were established.

- b) Areas of specialization of the firm.
- c) Provide total size and breakdown of firm personnel. An organizational chart would be useful.
- d) Explanation of joint venture or other form of association, if proposed, including projects completed as a joint venture. Provide names and dates of work along with client's name, address, phone number, and email address.

#### 5. Separate section: Financial Stability

Provide your latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the District to reasonably formulate a determination about the financial stability and strength of your company. As an alternative, provide evidence of your firm providing Benefits Administration and/or Benefits Consulting services to firms employing a minimum of 10,000 workers in the past three years.

#### 6. Separate section: Qualifications and Experience

Include a brief description of the firm's qualifications and previous experience on similar or related work performed for local governmental agencies, including public school districts, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the firm's effort (i.e., cost and period of time).

#### 7. Separate section: <u>References</u>

Provide contact information (company name, contact name, address, email address and phone number) for at least three (3) references, where your firm has provided similar services within the past three years. For each client submitted as a reference, the firm shall supply a brief description of the work performed.

#### 8. Separate section: Terms and Conditions

Indicate by stating you are willing to accept all the terms and conditions as provided, or, if you do not, detail your requested changes.

#### 9. Separate section: Approach

Demonstrate the firm's understanding of the proposed Scope of Services required as part of the Proposal. The response should outline how your firm plans to accomplish the required services, any information or assistance that it expects from the District to complete the requested work, and other services or specialties that may distinguish the abilities of your firm.

#### 10. Separate section: <u>Team Organization</u>

- a) Provide the names of the proposed client management team, the lead individual and any key personnel who would be directly engaged in the performance of the scope of services. For each of these individuals, please include:
  - Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.
  - A description of their qualifications and background, and number of years of experience.
  - A list of references, including a brief description of the nature of the work performed by the individual; and
  - Their experience with public agency clients and school districts, if any.
- b) List all your company's similar service contracts that either expired or were terminated within the last twelve months.

#### 11. Separate section: Ancillary Support Services

The following should be addressed for your firm's ancillary support services:

- a) Describe the computer programs you use and the information available from those programs.
- b) Include any proposals you would recommend for savings in any area which you believe would be effective for an employer the size of the District.
- c) Describe the computer software and hardware you would propose to use in the administration of District benefits. Is it readily accessible to District staff via a web-based interface, both on-site and offsite?

#### 12. Separate section: Cost Proposal

- a) Please submit your proposed costs based on the associated requirements detailed in this RFP. Included in the cost proposal shall be labor, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, materials, taxes, fringe benefits, subcontractor costs, site visits, attendance at meetings, Board meetings and presentations as required.
- b) Additional Fees for Consulting Services: Please discuss your preferred method of compensation for your services. Specifically, identify your proposed fee structure for the Scope of Services outlined. Please disclose ALL anticipated fees, contingencies, over-rides, bonuses, etc. to be paid with regard or in connection with services provided to the District.
  - i. Propose an annual total fixed flat fee for completing all requirements outlined in the Scope of Work. The annual total fixed flat fee shall be inclusive of all expense costs, including miscellaneous support costs.
  - ii. Propose a separate annual total fixed flat fee for the optional work of overseeing the Third-Party Administrator transition.

iii. State your preference for how payment should be made (e.g., monthly, quarterly, and semi-annually).

Please also note that the District reserves the right to ask questions and seek clarifications about the Proposal, to request post-proposal modifications, and to engage in negotiations with a selected short list of firms.

## 8.0 CONTRACT AND CONTRACTING PROVISIONS

The initial contract term will be for three (3) years, which the District currently expects will be from January 1, 2021 to December 31, 2024. The District reserves the right, at its sole discretion, to exercise up to three (3) additional, one-year terms to extend the contract, at the prices proposed by the successful firm(s) in their Cost Proposal.

## 8.1 <u>Standard Form of Contract</u>

The District's Contract for Consulting Services is included as Attachment 1. The proposal should include any comments or requested changes. Please note: The District reserves the right to reject any firm that is not willing to accept the District's terms and conditions as noted in the standard form of contract.

## 8.2 <u>Additional Contract Document Requirements</u>

The selected firm shall be required to provide the following documents to the District prior to execution of the contract:

- W-9 Form
- Washington State Business License
- Certificate of Insurance, including endorsement pages, with the following limits:

workers' compensation	statutory
employer's liability	\$1,000,000 each accident
(stop gap)	\$1,000,000 disease-policy limit
	\$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property damage	\$1,000,000/\$2,000,000
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed operations	\$1,000,000/\$2,000,000
fire legal liability	\$100,000
automobile liability (owned, non-	\$1,000,000 per occurrence
owned, leased or hired)	
umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

#### 8.3 Protest Procedures

- 1. Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of this contract may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this Request for Proposal, which are apparent prior to the date established for submitting the proposal must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award for this contract.
- 2. In order to be considered, a protest shall be in writing and shall include: the name and address of the aggrieved person; the contract title under which the protest is submitted; a detailed description of the specific grounds for protest and any supporting documentation; and the specific ruling or relief requested. The written protest shall be mailed to:

JoLynn Berge Chief Financial Officer Seattle School District No.1 MS 33-300 P.O. Box 34165 Seattle, WA 98124

Or delivered to:

JoLynn Berge Chief Financial Officer Seattle School District No.1 MS 33-300 2445 3<sup>rd</sup> Avenue South Seattle, WA 98134

And shall be labeled: "Protest"

Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Proposers involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The District decision may be appealed to the Superintendent's designated representative, Clover Codd, Chief Human Resources Officer, not more than two (2) working days after receipt of the decision by written notice together with all supportive evidence, received at Seattle School District No. 1, MS 33-157, 2445 3<sup>rd</sup> Avenue South, Seattle, WA 98134. The Superintendent's decision shall be final and conclusive.

- 3. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.
- 4. Any Proposer submitting a proposal shall be deemed to have accepted these procedures.

#### **End of Request for Proposal**

#### ATTACHMENTS:

Attachment 1: Sample Contract for Consulting Services
Attachments are available to view at **Builders Exchange of Washington** 



# RFP092006 Contract Agreement

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Clover Codd
Chief Human Resources Officer/Human Resources
Clcodd@seattleschools.org

This is a copy of the agreement, contract No. RFP092006, effective by and between Seattle Public School District No. 1, a Washington municipal corporation (District), and Sprague Israel Giles, Inc. (contractor).

# AGREEMENT EMPLOYEE BENEFITS ADMINISTRATION CONSULTING SERVICES

This Agreement, Contract No. RFP092006, is effective by and between Seattle School District No. 1, a Washington municipal corporation (District), and Sprague Israel Giles, Inc. (Contractor). The District and Vendor agree as follows:

#### 1. SCOPE OF WORK AND SCHEDULE

Vendor shall provide services as described in Exhibit A, Scope of Services. Vendor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through December 31, 2023. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

The Vendor and the District agree that the Agreement may, pending satisfactory performance of the Vendor with the mutual approval of the Vendor and the District, be extended up to three (3) one-year extensions, beginning January 1 and ending December 31.

Should any changes in state law or regulation occur that would affect the terms of this Agreement including benefits administration and consulting services or compensation arrangements with Vendor, District and Vendor shall renegotiate the terms of this agreement, including services provided and compensation received in order for Vendor to be reasonably compensated for remaining services to be provided.

#### 2. CONTRACT PRICE

District agrees to pay Contractor an amount, estimated to be **TWO MILLION, FORTY-NINE THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS (\$2,049,125)**. This amount constitutes the "Maximum Authorized Compensation" as shown in Exhibit E, Cost Proposal, for services to perform the work identified in the Request for Proposal No. RFP092006.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

#### 3. <u>COMMUNICATION</u>

The District's representative for this contract is Sandra Philbrook, Classification & Compensation Manager. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the Sandra Philbrook To Marnie White District: Human Resources Contractor: Vice President

Mail Stop 33-385 Seattle School District No. 1

P.O. Box 34165

Seattle, WA 98124-1165

Sprague Israel Giles, Inc. 1501 4<sup>th</sup> Ave., Suite 730 Seattle, WA 98101

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3 above.

#### 4. <u>CONTRACTOR'S REPORTS</u>

Contractor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

## 5. <u>PERSONNEL</u>

Contractor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of District.

#### 6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Торіс
A	Scope of Services
В	Proposal response sections for RFP092006 dated October 15, 2020: B.1: Approach B.2: Financial Stability B.3: Team Organization B.4: Availability and Capacity B.5: Qualifications and Experience
C	Addendum No. 1, dated October 5, 2020.
D	General Conditions of Personal Services Contract (Short Form)
E	Cost Proposal
F	Network Use/Access Agreement
G	HIPAA Business Associate Agreement

[SIGNATURE PAGE FOLLOWS]

SPRAGUE ISRAEL GILES, INC.	SEATTLE SCHOOL DISTRICT NO. 1
Signature	Signature
(Contractor Representative)	JoLynn Berge
Title	CFO/Superintendent Designee Title
Date Signed	Date Signed
Company Name	<u> </u>
Employer I.D. No. or Social Security No.	_

#### **Scope of Services**

Sprague Israel Giles, Inc. (Consultant) shall provide accurate, efficient and timely professional services for the administration of benefits under the Washington State Health Care Authority's (HCA's) School Employees Benefits Board (SEBB) program wherein eligible staff may elect medical, dental, vision, basic life, accidental death and dismemberment (AD&D), and long-term disability (LTD) coverage for self and eligible family members under SEBB. Flexible Spending Arrangements (FSAs) and Dependent Care Assistance Plans (DCAPs) are also available. The approximate number of benefits-eligible employees at the District is currently 7,768.

Services must be in compliance with all statutory requirements. Basing their decisions and recommendations on the District's data and benchmarking against comparable employers, the Consultant shall work with the District's Human Resources Department to identify opportunities to improve processes.

The Consultant will perform the full range of services related to the design, implementation, maintenance, communication, and improvement of its Benefits Administration Services.

The Consultant will undertake the following responsibilities, and any additional responsibilities reasonably necessary to complete this work.

#### A. Benefits Administration

- Ensure compliance with all SEBB-related legislative requirements stemming from House Bill 2242 regulating benefits eligibility, enrollment, communication and billing. Maintain accurate eligibility and enrollment in SEBB MyAccount (SMA) using automated data feed from SAP, the District's system of record, directly into SMA, or manually adjusting eligibility in SMA, as needed.
- 2. Understand the benefit offerings through SEBB including plan choices, supplemental benefits, spousal and smoking surcharges and wellness incentive. Communicate information pertaining to HCA/SEBB benefit provisions to employees on a regular basis.
- 3. Provide timely communication of benefits eligibility to new hires, terminations, and/or gains/losses of coverage. Monitor the hours report for identification of employees meeting the 630-hour eligibility requirement. Administer the communications and enrollment processes.
- 4. Develop a complete understanding of eligibility conditions for substitutes, hourly employees, employees on leaves of absence, and concurrent employees; ensure proper coding in SAP; track and report eligibility and enrollment statistics on a regular basis. Provide costing estimates, as requested.
- 5. Validate that billing files from HCA, \$80+M monthly, accurately reflect eligibility, employee and employer contributions are accurate, and such data is recorded properly in SAP. Reconcile data between SMA, HCA billing files, and SAP monthly, resolving discrepancies.
- 6. Transmit and/or validate interface feeds to Navia and MetLife. Resolve discrepancies in data. Ensure data is accurately communicated to the providers.

- 7. Identify employee short-pays and send notices to employees who must self-pay due to short or no pay warrant for the month. Monitor short-pays and COBRA participants.
- 8. Provide input into system-related improvements, programming development and testing, and implementation of changes to meet SEBB-related legislative requirements and/or system fixes to streamline processes.
- 9. Provide open enrollment support, including, but not limited to, assisting with the development of open enrollment materials; and participate in open enrollment meetings, as reasonably requested. Assist employees with enrollment in SMA and/or direct them to the appropriate resources at HCA.
- 10. Provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials.
- 11. Provide day-to-day consultation, research and responses on matters such as, but not limited to; plan interpretation, eligibility issues, billing and other matters that may arise during the normal course of business.
- 12. Attend periodic meetings to facilitate and assist in the management of the District's health benefit plans and programs; to include interaction with the Health Care Authority (HCA) on new developments and issue resolution.
- 13. Identify, investigate, analyze and implement efficiency measures and other concepts that have the effect of reducing the cost associated with administration of employee benefit programs without reducing service to the District's employees.
- 14. For Open Enrollment, adhere to HCA Open Enrollment dates, create and deliver to the District employees appropriate and easily understood supplemental open enrollment information and materials; provide appropriate and timely electronic notices for the District to disseminate via email; collect enrollment information/forms (either paper or electronically), add, change, and delete employees and dependents from coverage in SEBB MyAccount (SMA), and make appropriate adjustments to payroll. Create and follow a process to ensure accurate eligibility tracking and administration during open enrollment.
- 15. Inform the District of any pertinent legislative changes that change benefits administration requirements. Ensure rate changes are communicated and implemented by the District in a timely manner.
- 16. Provide benefit administration for present programs as well as new programs mandated by law. Process and handle all employee benefits-related appeals and administrative issues. Add, change and terminate coverage based on Action Notices, enrollment forms and SAP interfaces. Create and follow a process to contact and help new hires who do not enroll in a medical plan. Perform all administrative functions surrounding each month's benefits elections and waivers for reconciliation of records. Administer COBRA and Self-pay programs, including notice requirements, eligibility, enrollment, termination, collecting premiums and paying carriers. Provide HIPPA and COBRA letters as necessary.

- 17. Enter payroll deductions and adjustments, including adjustments for active employees, substitutes, FMLA, new hires, and terminations. Use Action Reports to determine benefit changes and to perform adjustments, reconcile double deductions, track premiums missed due to terminations, manage retirees, set up of benefits for dental, vision, life and LTD for those eligible, and terminate benefits in a timely manner ensuring SAP and SEBB accuracy.
- 18. Work with the District's Human Resources for presentation of Benefits Orientations (weekly) and Benefits and Open Enrollment Seminars (periodically).
- 19. Provide necessary and appropriate business analyst and programmer expertise to create interfaces with SAP and any other District programs and processes needed to ensure SEBB administration aligns with SAP; this includes input into programming and development of processes for secure transmission of documents and data. Ensure all interfaces with vendors operate at optimum efficiency with few, if any, redundant processes. Ensure ability to create queries and run reports in SAP and SEBB MyAccount to gather information to perform adjustments.
- 20. Create and maintain a "Benefits hot line" with dedicated employees for the District, minimum of 5 days per week, 9 hours per day.
- 21. Create a website (integrated with the District) that allows employees to read and understand SEBB benefits as appropriate. Ensure legality of electronic changes. Issue confirmation notices to employees of benefit changes. Track activity and provide info as requested.
- 22. Ensure timely and appropriate compliance with all applicable Federal and State laws, both present and future. Provide statistical analysis as needed for the Affordable Care Act. Advise the District of the need to offer appropriate benefits to our employees falling under ACA provisions.

#### B. <u>Compensation</u>

The District expects the Consultant to disclose all charges to be assessed to the District for the Scope of Work. The consultant's only permitted source of income, revenue or compensation earned or received in connection with the District's account (as it pertains to the District's medical benefits programs for Medical, Vision, Dental, Rx, Stop Loss and any other medical related coverage) shall be an annual total fixed flat fee paid by the District.

The District may consider other sources of compensation for optional/voluntary products, as acceptable with disclosure and authorization. The District will require complete disclosure of any and all fees, overrides and/or bonuses obtained in connection with the District's account.

#### D. <u>Subcontracting</u>

The District requires the firm to contract with the best providers for ancillary services at a reasonable fee. The District will consider using providers who are affiliates of the firm but reserves the right to direct the firm to contract with other service providers of the District's choice. The District shall have final decision in the selection of such providers.

#### E. Staffing

The following minimum staffing requirements shall be as follows:

- a) An Account Team dedicated to the District's account.
- b) Team members must have experience in Benefits Administration adjusting and/or Benefits Consulting.
- c) A representative must be able to:
  - make presentations as necessary; to include senior leadership and the School Board when appropriate;
  - attend meetings on behalf of the district and represent Seattle Public Schools' interests during interactions with the Health Care Authority and SEBB; and
  - make site visits when necessary.

#### F. Data System

This section outlines the District's current system and the minimum requirements for a new system.

System requirements:

- 1. The District's system (SAP) is the system of record
- 2. Out bound interface files from SAP include, but not limited, to employee's demographic, employee's dependents, deductions/payment reconciliation
- 3. In bound interface files to SAP include, but not limited, to employee's enrollment, deductions/payment adjustment
- 4. Ability to accept District assigned employee's personnel id
- 5. Secure FTP exchange setup for interface files
- 6. Secure website access for open enrollment



October 15, 2020

Nancy Milgate Contracting Services Manager Seattle Public Schools 2445 3rd Ave. South Seattle, WA 98134

Re: RFP 092003: Employee Benefits Administration and Consulting Services

Dear Ms. Milgate,

Thank you for this opportunity to submit this proposal information for Employee Benefits Administration and Consulting Services to Seattle Public Schools. We are excited about the opportunity to continue partnering with you.

Our firm has served as the District's benefits administrator and consultant since 2007 and served as the District's benefits broker for more than 50 years. Today, our administration services are an integral part of SPS Human Resources. I am immensely proud of our team here at SIG and the work we have done together with, and on behalf of Seattle Public Schools in the past year. The transition to the SEBB program has meant that we have created and adapted to new processes, revised our communications, become familiar with new regulations, and learned new systems. In the midst of the most profound benefits transition in our history of firm's school district work, our team increased its services to provide stability, excellent service, and solid advice to the District.

Enclosed you will find the information requested in your Request for Proposal as well as supplemental information regarding our services to our clients. In our proposal documents, we have attempted to provide information that will address the needs and concerns for of Seattle Public Schools. We will be happy to discuss with you any questions after your initial review of our proposal.

As a Vice-President and Officer of the firm, I am authorized to contractually bind our firm.

As you consider your options for benefits administration and consulting services, we hope you will see the value in working with Sprague Israel Giles, a friendly, professional, local firm, with more experience than virtually any other firm in delivering benefits administration services to Washington school districts.

As the incumbent vendor, SIG is in a better position than any other to understand the scope of services that are required to provide benefits administration to Seattle Public Schools. We have an intimate, thorough knowledge of the work required to maintain and improve SPS's benefits program administration without interruption.

We have reviewed Attachment 1 to the RFP, the Standard Form of Contact for Seattle Public Schools, and can confirm that this is acceptable to us. In addition, the Request for Proposal No RFP092006 Proposal Certification Form is included with our proposal.

We are happy for the opportunity to continue our work with Seattle Public Schools. Thank you again for allowing our firm to serve the District. We hope that our extensive knowledge, good working relationship, and trusted service will continue to benefits Seattle Public Schools.

Sincerely,

Marnie White Vice President

M. W. White

Sprague Israel Giles, inc. 1501 4<sup>th</sup> Avenue, Suite 730 Seattle, WA 98101

Direct Phone: (206) 957-7055

Fax: (206) 682-4993

Email: <a href="mailto:mwhite@siginsures.com">mwhite@siginsures.com</a>
Website: <a href="mailto:www.SIGinsures.com">www.SIGinsures.com</a>

A Proposal To:

# **Seattle Public Schools**

in response to

Request for Proposal No. RFP092006

# **Employee Benefits Administration and Consulting Services**



# **REQUEST FOR PROPOSAL NO. RFP092006**

# PROPOSAL CERTIFICATION FORM

TO: Nancy Milgate, Contracting Services Manager

The undersigned provider hereby certifies as follows:

1. I read the Seattle School District's Request for Proposal No. RFP092006 and the following Addenda and to the best of my knowledge I complied with the mandatory requirements stated herein:

Addenda Number	Issue Date
#1	10/05/2020
7	

- 2. I had the opportunity to ask questions regarding the Request for Proposal, and that if such questions have been asked; they have been answered by the District.
- 3. That the proposer's response is valid for 90 days.

Dated at Seattle, WA, this 14th day	of
Mun J W WWW (Signature)	Vice President (Title)
(Print Name)	mwhite @ siginsures con (Email Address)
(Company Name)	206 - 957 - 7055 (Telephone Number)
(Address)	206 - 682 - 4993 (Fax Number)
Seattle (City)	578035580-001-0001 (UBI Number)
(State) 98101	
(Zip)	

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## A Proposal To:

# **Seattle Public Schools**

for

# **Employee Benefits Administration and Consulting Services**

Section 3:

**Executive Summary** 



#### Exhibit B

Sprague Israel Giles, Inc. has been an employee benefits broker for sixty-two years, and has worked with Seattle Public Schools for more than fifty years. We have a record of consistent and excellent work for you.

We are very knowledgeable and instructive regarding state and federal laws and regulations as they apply to school districts. SIG's historical knowledge of benefits funding and pooling arrangements, our consistent good work with district administrations and the bargaining units, and our service to insurance committees and place us in good stead to know the importance of service and communication to groups and individuals. The trusted and professional relationships we have developed with members of the SEBB program team over the past year enable us to work together to understand both the intent and nuance of laws relating to school district benefits and how they affect SPS.

Our firm provides excellent customer service. SIG's employees serve as knowledgeable and results-oriented advocates to assist clients, employees, and their covered dependents. Our service model integrates the Benefits Website, the Benefits Helpline, and direct employee communication to make for an unsurpassed level of support.

Our work as your benefits administrator through the transition to the SEBB program gives us a unique perspective about the experiences of the employees and of district administrators. Over the past year, we have engaged with the District at a previously unsurpassed level of intensity of work at all levels. We have worked with DoTS and HR on information systems programming and logic, revised nearly every internal process for benefits administration, and revamped all benefits-related employee communications. We have done this work while continuing to answer the Helpline, providing guidance to employees through a rigorous Open Enrollment, the ensuing onslaught of appeals, dependent verification and a subsequent audit of dependent verification, and a Special Open Enrollment period due to COVID-19.

Our constant goal is to meet the needs of our clients - to provide services, assistance, and consulting that make your HR and Payroll jobs easier and help employees in ways that positively reflect on the benefits program, the administrative staff, and the school district.

We are certain that as you review our proposal and those of other bidders for this RFP, you will recognize that no other firm could provide the level of expertise and specialized service that is required by Seattle Public Schools. We look forward to continuing to serve SPS as the benefits administrator and consultant for many years to come.

## A Proposal To:

# **Seattle Public Schools**

for

# **Employee Benefits Administration and Consulting Services**

Section 4:

**Company Profile** 



#### Exhibit B

Sprague Israel Giles was founded in 1958 by David Sprague and Mike Israel. Ten years later, Leon Giles joined the firm and eventually became a partner, thus forming Sprague Israel Giles. Inc., commonly called "SIG." Upon Mike's retirement, Leon took over leadership of the firm. Our most recent past president is Sean Corry, who joined SIG in 1989, and served as president from Leon's retirement in 2008 until his own retirement in 2018.

SIG's current ownership consists of our President, John Policar, and Vice Presidents Marnie White, Monica Cripe, and Rob Karl.

SIG is a privately held Washington State corporation located in Seattle, Washington.

1501 4th Avenue, Suite 730 Seattle, WA 98101 (206) 623-7035 Seattle Area (800) 526-0635 Toll Free www.siginsures.com Benefits@siginsures.com

#### **Areas of Specialization:**

SIG is a well-known and admired insurance brokerage firm, recognized for an unparalleled combination of knowledge, expertise, advocacy, and its close working relationships with clients.

Our firm handles all types of insurance including employee benefits, commercial insurance, general and professional liability insurance, directors and officers policies, as well as personal insurance. In the employee benefits department, we specialize in working with schools and not-for-profit organizations.

We have worked on behalf of some of larger public school districts in the Puget Sound including Seattle, Central Kitsap, Auburn, Renton, Shoreline, North Kitsap, and Bainbridge Island.

#### **Total Size and Breakdown of Firm Personnel:**

SIG has 29 employees, including four shareholders. Eleven of SIG's employees work directly or indirectly on the Seattle Public Schools account.

#### Explanation of joint venture or other form of association, if proposed:

Not applicable. SIG is not proposing a joint venture or other form of association.

## A Proposal To:

# **Seattle Public Schools**

for

# **Employee Benefits Administration and Consulting Services**

Section 5:

**Financial Stability** 



#### Exhibit B

Sprague Israel Giles, Inc. is a private, closely-held corporation and it is not our practice to release confidential financial statements. However, SIG is a successful, stable, and growing company, with no debt. Our firm has successfully served Seattle Public Schools since 1968.

We have included our D&B Ratings in this section of our proposal.



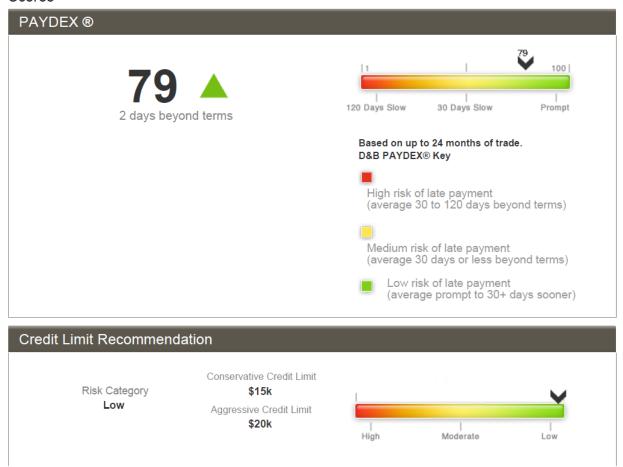
# Sprague Israel Giles, Inc. DUNS: 07-097-9141

Quick View Report

1501 4th Ave Ste 730 Seattle, WA 98101		Financial Statement	
This is a single location location.		Sales	NA
		Net Worth	NA
Website	www.siginsures.com	History:	NA
Telephone	(206) 623-7035	Financial Condition:	NA
Chief Executive:	DIRECTOR(S): John Policar, President	Financing:	NA
Stock Symbol:	1958	SIC:	6411
Year Started	29	Line of Business:	Insurance broker
Employees			
Corporate Fa	mily:		
This business is a s	ingle location of the corporate family.		

#### Exhibit B

#### Scores



# D&B Rating ®

Rating ER5

Number of employees: ER5 represents 20 to 49 employees

The credit rating was assigned based on D&B's assessment of the company's financial ratios and its cash flow. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 01/01/1991

D&B Rating	Date Applied
ER5	2000-03-22
ER6	1992-10-29
ER5	1992-09-30
ER6	1991-01-01

The Summary Analysis section reflects information in D&B's file as of October 13, 2020

#### **D&B Viability Rating**

2

Viability Score



Compared to ALL US Businesses within the D&B Database:

- · Level of Risk: Low Risk
- Businesses ranked 2 have a probability of becoming no longer viable: 2%
- Percentage of businesses ranked 2: 4%
- . Across all US businesses, the average probability of becoming no longer viable: 14%

1

Portfolio Comparison



Compared to ALL US Businesses within the D&B Database:

- Model Segment: Established Trade Payments
- Level of Risk: Low Risk
- Businesses ranked 1 within this model segment have a probability of becoming no longer viable: 2%
- · Percentage of businesses ranked1 within this model segment: 11%
- Within this model segment, the average probability of becoming no longer viable: 5%



Data Depth Indicator



#### Data Depth Indicator:

Rich Firmographics Extensive Commercial Trading Activity Basic Financial Attributes



Company Profile

Trade Payments		Years in Business
Available (3+Trade)	Medium	Established

Compared to ALL US Businesses within the D&B Database:

· Financial Data: Not Available

• Trade Payments: Available: 3+Trade

• Company Size: Medium: Employees: 10-49 or Sales: \$100K-\$499K

· Years in Business: Established: 5+

#### **Payments**

#### PAYDEX®®

The D&B PAYDEX® is a unique, dollar weighted indicator of payment performance based on up to 39 payment experiences as reported to D&B by trade references.

3 Month PAYDEX®

79



When weighted by dollar amount, payments to suppliers average 2 days beyond terms terms

Based on payments collected over the last 3 months

24 Month PAYDEX®

79



When weighted by dollar amount, payments to suppliers average 2 days beyond terms

Based on payments collected over the last 24 months

When dollar amounts are not considered, then approximately 89 of the company's payments are within terms.

High risk of late payment (average 30 to 120 days beyond terms)

Medium risk of late payment (average 30 days or less beyond terms)

Low risk of late payment (average prompt to 30+ days sooner)

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

#### Section 6:

#### Qualifications and Experience



Sprague Israel Giles, Inc. has been an insurance brokerage for 62 years, served as the Seattle Public Schools' broker for more than 50 years, and has been handling benefits administration for Seattle Public Schools since 2006. Throughout our relationship, we have worked closely with you to ensure that SPS employees have the best possible benefits and service.

Our firm has served as the broker and consultant for several other large school districts listed elsewhere in our proposal. Before the implementation of the SEBB program, SIG brokered benefits plans for over ten percent of all Washington state school district employees. Since the SEBB implementation, we have shifted our focus to administration of the SEBB Program benefits for Seattle Public Schools and continue to expand our good work on behalf of private schools and non-profit organizations, both small and large.

Sprague Israel Giles is well liked and respected by legislators and regulators. Our sharp focus and broad knowledge allow us to be valued participants in policy discussions as they relate to health policy and specifically to employee benefits for Washington state school districts. We are also nimble in the marketplace – excellent negotiators, respected by the insurance companies and our competitors, and at the forefront of advocacy in support of consumers like SPS employees and their family members.

Each time there has been a possibility of something going awry with SPS benefits, we have found a way to help. A prime example of this was the summer of 2006: Just before Open Enrollment and your HRIS transition to SAP (and while the SPS Human Resources Department was undergoing a total re-organization), the District lost both of the employees who were responsible for benefits at SPS. SIG saw the risk to SPS and volunteered to take over benefits administration during the transition to SAP. Since then, and through the next years of leadership changes and other transitions at Seattle Public Schools, SIG has ensured that benefits have run smoothly, consistently providing excellent service to administration, employees, and their families.

In 2019, SIG helped manage the transition of SPS benefits to the SEBB program. School districts across the state agree this transition was a massive undertaking, resulting in more challenging and complex administration on an ongoing basis. In response, we have refined processes, reallocated internal resources, and expanded our service team to continue to meet the needs of SPS employees.

SIG has consistently provided guidance, consultation, and service to SPS and its employees, and is well-prepared to continue this work on behalf of the District.

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

Section 7:

References



We are pleased to provide the following references:

**Shoreline School District** 

1,300 employees

18560 1st Ave NE, Shoreline, WA 98155

18 years as a client

Contact: Michelle Thorpe, Benefits Specialist

(206) 393-4329 Michelle.Thorpe@shorelineschools.org

SIG has served Shoreline School District's broker from 2001 through December 2019. When their medical plan experience led to significant premium hikes in 2003, we worked with the District's Insurance Committee to move all but one of their plans to the WEA Premera suite of plans. Through 2019, SIG brokered one medical plan, vision, life, LTD, Long Term Care, voluntary life, and their flexible spending plans. We provided consultation regarding compliance issues such as ESSB 5940 and the Affordable Care Act. Since the SEBB implementation, SIG brokers only the Long Term Care for Shoreline School District, but maintains a relationship and open lines of communication regarding the SEBB transition and program rules.

**Renton School District** 

1,800 employees

300 SW 7th St., Renton WA 98057

9 years as a client

Contact: Gayle Fletcher, Payroll Manager

(425) 204-2379 Gayle.Fletcher@rentonschools.us

SIG was appointed as Renton School District's broker and consultant in 2010. In the ensuing 10 years, SIG assisted the District in shopping and replacing their life and disability plans, implemented a lower cost self-funded vision insurance plan, and has added very successful and popular voluntary life and short-term disability plans. For the 2017 plan year, SIG lead Renton SD through a transition from WEA medical plans to a suite of plans through Kaiser Permanente, which resulted in approximately \$2,000,000 in premium savings for employees.

Central Kitsap School District

1,500 employees

915 4th St NE, Auburn, WA 98002

30+ years as a client

Contact: Lara Christopherson, Assistant Director of Business and Payroll (360) 662-1675 | larac@ckschools.org

SIG has provided brokerage and consulting services for Central Kitsap School District for over 30 years. Through 2019, we consulted with CKSD on medical, self-insured vision, life, LTD, Long Term Care, voluntary life, and their flexible spending plans. During our years of service to CKSD, we assisted administration and their employees with transitioning benefits plans and vendors, including the final transition to SEBB in 2020. Our services included the Benefits Website, Benefits Helpline, and extensive employee advocacy. Currently, and in keeping with SEBB program rules, we continue to broker Long Term Care, and a voluntary STD policy for specific union groups not yet eligible for WA PFML.

Seattle Public Schools

7,800 employees

PO Box 34165, Seattle, WA 98124

50+ years as a client

Contact: SPS Employees

Finally, we encourage the selection committee to talk with SPS employees about the service that SIG provides every day. Since October last year, our Benefits Helpline has recorded approximately 10,800 calls. SPS employees count on SIG for clear and straightforward answers and guidance. Our service to SPS employees is very much appreciated and regularly complimented.

Below are just a few comments from SPS employees within the last year:

"We appreciate you and all the folks at your office and have heard nothing but great things about how helpful the benefits phone line has been. You are rock stars!"

"I was [upset] about all this [transition to SEBB] and you made it better and understandable. You are an angel. Thank you!"

"I'm trying to be negative but you're so positive. I appreciate that. Keep doing your job!"

"Thank you for that straightforward answer. I've been getting the runaround from SEBB."

"I knew if I called, you guys would be so helpful, and you didn't disappoint!"

"You are so helpful. I wish we could click on "Alex" and it would be you!"

"These 15 or 20 minutes with you on the phone have been more helpful than the last two or three weeks of work for me. Thank you for your professionalism and expertise."

"You gave me such clear helpful instructions on the phone last week that I have been able to help others. Thank you!"

"Thanks for doing a little butt kicking!" (in reference to claims assistance)

"I'm going to tell all my teacher friends to call you, because you are so wonderful."

"I'm very sad that you guys won't be handling any more. In all my 40 years with the district, you have provided the best service of anybody." (This comment was made in fall 2019, before the caller was told our administration services would continue.)

"Nikki was wonderful to me earlier today. At Bryant Elementary, we have all been so happy with your service."

"What happens to Sprague Israel Giles? Wow, you've taught me so much!" (This comment was made in reference to the transition to SEBB in 2019.)

"You're awesome. Thank you for making it so I can sleep tonight."

"You've been insanely patient."

"You guys have been like a lifeline for me."

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

Section 8:

**Terms and Conditions** 



# Exhibit B Sprague Israel Giles, Inc. has reviewed the Seattle Public Schools Request for Proposals No. 092006, the Attachment 1 to the RFP, and the first addendum to this RFP. As requested in Section 7.2 - 8 of the RFP, Sprague Israel Giles acknowledges that we are willing to accept the District's terms and conditions as shown in the standard form of contract. Terms and Conditions

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

Section 9:

Approach



**Background:** Sprague Israel Giles (SIG) started working on benefits administration for Seattle Public Schools in 2006. At that time, the District's intent was to move from PeopleSoft to SAP, and re-organize the payroll and human resources departments. Working with CFO Steve Nielsen, SIG agreed to take over benefits administration on a temporary basis while SPS completed the transition to SAP, and subsequent reorganization. When programming, installation, and the subsequent HR-Payroll reorganization did not go as planned, the District maintained SIG as the benefits administrator. In 2014, the District took the broker and benefits administration services out to bid and agreed to maintain SIG as the vendor for both programs.

On June 30, 2017, Engrossed House Bill 2242 passed the Washington State legislature and was later signed by the Governor. ESB 2242 created a School Employee Benefits Board program within the Health Care Authority. It removed local bargaining for benefits plans from school districts, authorized the SEB Board to develop school employee benefits plans, authorize premium contributions, determine eligibility criteria, enrollment policies, and terms of participation.

Our recent past firm president Sean Corry was appointed by the Governor to the newly created SEB Board, as an expert in policy and administration. As a longstanding and well-trusted consultant, SIG has been invited to present about the new SEBB program to Washington school districts on multiple occasions. Marnie White presented at the WSPA conference in February 2018, WASBO in April 2018, and again for the WASBO Payroll, Personnel and Retirement Networking Group Meeting in February 2019.

In addition to honing an understanding of anticipated SEBB benefits plans and the HCA's scope, SIG continued to consult with SPS regarding projected costs, benefits changes, the effect on bargaining, and benefits administration.

SIG coordinated with John Bowden, Manager of the School Employees Benefits Section of the Washington State Healthcare Authority to attend a SPS Joint Insurance Committee meeting in March 2019. In April 2019, SIG created timelines and a strategy for the Open Enrollment period that would encompass not just the regularly scheduled SPS Open Enrollment period, but also Open Enrollment for the new SEBB program benefits. Spring 2019 marked the beginning of work to identify SEBB-eligible employees and produce reports that would identify SEBB-eligible employees.

Throughout the preparation for SEBB transition, and through this last year, SIG has demonstrated commitment, flexibility, willingness to learn and work collaboratively with the District. We are eager to continue this work and improve upon the processes and procedures we have built together.

 Ensure compliance with all SEBB-related legislative requirements stemming from House Bill 2242 regulating benefits eligibility, enrollment, communication and billing. Maintain accurate eligibility and enrollment in SEBB My Account (SMA) using automated data feed from SAP, the District's system of record, directly into SMA, or manually adjusting eligibility in SMA, as needed.

Over the course of the past year, SIG has worked to revise nearly every administrative process to meet SEBB requirements regarding eligibility and enrollment, and communication with employees. SIG made daily manual adjustments to SMA through mid-September 2020. Our team is familiar both with how to make adjustments, and with the types of changes that cause SMA to error out.

SIG played an instrumental role in getting the District's automatic data feed between SAP and SMA programmed, tested, and ready to go live. Because of our intimate knowledge regarding the types of errors on the API file, and the relationships we have developed with HCA, we are well positioned not just to continue ensuring that eligibility is updated, but to work to correct system and program errors in the future.

2. Understand the benefits offerings through SEBB including plan choices, supplemental benefits, spousal and smoking surcharges and wellness incentive. Communicate information pertaining to HCA/SEBB benefits provisions to employees on a regular basis.

As an experienced insurance brokerage firm, SIG has a thorough understanding of the SEBB benefits plans, including surcharges and the wellness incentive. In addition, because we are a local firm based in downtown Seattle, we can provide information to employees that is relevant to their local needs. We routinely provide information to employees that is specific to the neighborhood in which they live. As the longstanding broker and benefits administrator, we are well-positioned to provide context and historical perspective to employees who may be confused or frustrated by the ways in which the SEBB program is different from SPS benefits offered prior to 2020.

Our communication to employees is timely, relevant, and routine.

3. Provide timely communication of benefits eligibility to new hires, terminations, and/or gains/losses of coverage. Monitor the hours report for identification of employees meeting the 630-hour eligibility requirement. Administer the communications and enrollment processes.

HCA has created 12 different types of worksheets to be completed, saved, and distributed to employees depending on the event. SIG has created and revised the process for ensuring that employees receive their notifications in a timely manner. Though enrollment for district employees is generally done online, not all employees are able to do so, and SIG works with individuals to ensure that they receive and submit enrollment forms.

Please see the answer to Question #4 identifying eligible employees.

4. Develop a complete understanding of eligibility conditions for substitute, hourly employees, employees on leave of absence, and current employees; ensure proper coding in SAP, track and report eligibility and enrollment statistics on a regular basis. Provide costing estimates, as requested.

SIG's understanding of eligibility conditions is so complete that SIG was able to provide most of the logic that allowed DoTS to program the new 630 hours report, and eligibly criteria for the API. Through this process, SIG has met with and continues to communicate with the SPS leave department and the substitute office regarding eligibility, enrollment, and new processes for more accurate and efficient administration.

SIG has routinely provided analysis and costing estimates to SPS administrators for the purposes of bargaining, budgeting, and compliance.

5. Validate that billing files from HCA, \$80+M monthly, accurately reflect eligibility, employee and employer contributions are accurate, and such data is recorded properly in SAP.

Reconcile data between SMA, HCA billing files, and SAP monthly, resolving discrepancies.

SIG has worked collaboratively with SPS HR throughout this year to evaluate eligibility and adjust both SMA and SAP to resolve discrepancies. Enrollment terminations and additions of coverage each month make the billing process an ever-changing landscape. However, our goal is to make billing and reconciliation as accurate as possible so that employees and SPS are charged the correct amounts in a timely fashion, and coverage is correct. As more accurate and reliable discrepancy reporting become available, we look forward to improving the reconciliation process.

6. Transmit and/or validate interface feeds to Navia and MetLife. Resolve discrepancies in data. Ensure data is accurately communicated to providers.

This year, SIG has acted as a liaison between Navia and MetLife, and SPS DoTS to improve the accuracy of data feeds. A routine part of our work involves resolving data discrepancies.

7. Identify employee short pays and send notices to employees who must self-pay due to short or no pay warrant for the month. Monitor short-pays and COBRA participants.

SIG evaluates available reports and sends short pay letters monthly. SIG also routinely provides information to employees who are going on leave and have questions about benefits continuation and the short pay process. We handle employees' follow-up questions when they receive short-pay letters. Please see the answer to Question #16 regarding COBRA.

8. Provide input into system-related improvements, programming development and testing, and implementation of changes to meet SEBB-related legislative requirements and/or system fixes to streamline processes.

In October 2019, SIG began participating in regular weekly meetings with HR and DoTS for the purpose of programming development and implementation. Over the past 12 months, we have logged more than 160 management hours in programming meetings with the District, and spent weeks engaged in User Acceptance Testing. From March through August, we engaged with HCA programmers for weekly meetings to report on API progress. SIG was instrumental in getting the automated data feed tested and approved for production.

We anticipate continued work with SPS DoTS and HR on opportunities to streamline processes.

9. Provide open enrollment support, including, but not limited to, assisting with the development of open enrollment materials; and participate in open enrollment meetings, as reasonably requested. Assist employees with enrollment in SMA and/or direct them to the appropriate resources at HCA.

SIG provided significant open enrollment support in fall 2019 in anticipation of the 2020 plan implementation. We worked with SPS to create weekly district-wide communications for distribution and edited materials as needed. At the District's request, we made presentations that were specifically geared towards SPS substitutes and nutrition services employees. SIG helped staff more than 20 hours of SEBB Enrollment Workshops, where we presented information regarding SEBB benefits and about how to log into SEBB My Account. During these events, SIG provided individual, personal assistance to employees regarding technical issues, plan choice, and dependent enrollment.

For Open Enrollment in October 2020, in addition to routine written materials, we are adapting our communications approach to encompass both pre-recorded and live webinars. We are also working with SPS HR to ensure that employees who may not routinely access a computer at work have the information they need to participate in Open Enrollment.

10. Provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials.

At SIG we pride ourselves on providing clear communication that makes benefits simpler and leaves few questions. We believe we have a productive and collaborative working relationship with SPS Human Resources that allows us to work together on communication plans and strategy. SIG drafts materials for review and helps identify which types of employee communications may be needed and when. We coordinate with HR for the distribution of materials.

Since the introduction of the SEBB benefits program, SIG has worked to ensure that electronic employee communication materials link back to the source documents or to SEBB My Account

so that employees have quick access to the resources they need. SIG is familiar with the different types of communication platforms at SPS and adapts materials to best suit the format.

11. Provide day to day consultation, research and responses on matters such as, but not limited to; plan interpretation, eligibility issues, billing and other matters that may arise during the normal course of business.

SIG routinely works with both employees and Administration to answer questions and resolve issues related to benefits. We have an excellent working relationship with the Outreach and Training (O&T) Department at the Health Care Authority. O & T tells us that when we bring up an issue, or pattern of errors, HCA listens because they know we are smart, document well, and we follow through to resolution.

12. Attend periodic meetings to facilitate and assist in the management of the District's health benefits plans and programs, to include interaction with the Health Care Authority (HCA) on new developments and issue resolution.

Since August 2019, Marnie White has attended every single "HCA & SEBB Organization Stakeholder Engagement Forum" on behalf of Seattle Public Schools. There, she has represented the District on a variety of issues including plan interpretation, system improvements, HCA communications, and future benefit changes.

As noted in response to Question #8, SIG has demonstrated our commitment to attending meetings to facilitated systems programming. In addition, we routinely attend ad hoc meetings to discuss specific issues and areas for improvement.

13. Identify, investigate, analyze and implement efficiency measures and other concepts that have the effect of reducing the cost associated with employee benefit programs without reducing service to the District's employees.

SIG has had multiple conversations and meetings with DoTS and administrators regarding ways to improve efficiency. The most significant work in this area relates to the recent implementation of the API file feed from SPS to HCA.

14. For Open Enrollment, adhere to HCA Open Enrollment dates, create and deliver to the District employees appropriate and easily understood open enrollment information and materials; provide appropriate and timely electronic notices for the District to disseminate via email; collect enrollment information/forms (paper forms or electronically), add, change, and delete employees and dependents from coverage in SEBB MyAccount (SMA), and make appropriate adjustments to payroll. Create and follow a process to ensure accurate eligibility tracking and administration during Open Enrollment.

This year, SIG worked with SPS on communications for the usual Open Enrollment period, as well as a Special Open Enrollment period. Open Enrollment announcements, materials, and reminders

prepared by SIG provide enrollment guidelines, relevant information, and clear instructions for employees who wish to make changes.

Though many employees can make their Open Enrollment changes in SMA, some are unable to do so. SIG collects these forms, properly saves them, and either enters the changes in SMA, or sends them to HCA for processing if needed.

We are familiar with SAP. We routinely hand-key changes and can also identify the types of changes that can be more efficiently and accurately uploaded through LSMW.

We have revamped our routine eligibility and enrollment audits this year to better utilize the reports and resources that are available to us to ensure proper enrollment.

15. Inform the District of any pertinent legislative changes that change benefits administration requirements. Ensure rate changes are communicated and implemented by the District in a timely manner.

SIG has a long history of keeping SPS up to date on legislative changes and on how those changes will affect the District. We have worked with SPS on rules related to the Affordable Care Act, ESSB 5940, and the transition to SEBB. Because of our strong relationships with HCA leadership, legal, and administration, we are well positioned to keep SPS informed of upcoming changes in a timely fashion.

16. Provide benefit administration for present programs as well as new programs mandated by law. Process and handle all employee benefits-related appeals and administrative issues. Add, change and terminate coverage based on Action Notices, enrollment forms and SAP interfaces. Create and follow a process to contact and help new hires who do not enroll in a medical plan. Perform all administrative functions surrounding each month's benefits elections and waivers for reconciliation of records. Administer COBRA and Self-pay programs, including notice requirements, eligibility, enrollment, termination, collecting premiums and paying carriers. Provide HIPPA and COBRA letters as necessary.

Between December 2019 and February 2020, SIG processed 225 appeal requests on behalf of SPS employees. A report of this actively is included with Supplemental Materials. While appeal activity has slowed since February, it has not stopped. Between February and October, SIG has assisted more than 200 additional SPS employees with appeals including initial counselling with the employee, completing the employer section of the appeal form, and providing the employees with submittal instructions and expectations for HCA's response time.

In additional to appeals, SIG routinely processes Medicare Part D forms, National Child Support Order Notices, verifies dependent documents in SMA, and assists employees with Special Open Enrollment requests.

For benefits-eligible new hires, SIG works closely with HR to provide benefits orientation. As required by the SEBB Program, our office also sends notices to all newly eligible employees. We provide individual counselling to employees regarding the default plans, tobacco surcharges, how to enroll family members, and how the timing of their enrollment may be reflected on their next paycheck.

Each month, SIG processes Flexible Spending Plans enrollments and Health Savings Account enrollments and changes in SAP. Because SEBB default enrollment and associated premiums may occur in advance of an employee making an action election, more employees experience unexpected payroll deductions for benefits. We have adapted our process to notify employees in advance if their benefits deductions will be unusually large.

SIG administered the District's COBRA and Self-Pay programs from 2006 through 2019. With the state takeover of school district benefits in 2020, the HCA became responsible for COBRA and Self-Pay. We provided the COBRA and Self-Pay enrollment, eligibility, and payment data to the HCA on the District's behalf. Our knowledge and understanding of COBRA rules and deadlines, makes SIG an excellent resource for employees who are transitioning to COBRA or Self-Pay.

For information regarding our work with Actions Notices, please see the answer to #17 below.

17. Enter payroll deductions and adjustments, including adjustment for active employees, substitutes, FMLA, new hires, and terminations. Use Action Notices to determine benefit changes and to perform adjustments, reconcile double deductions, track premiums missed due to terminations, manage retirees, set up benefits for dental, vision, life and LTD for those eligible, and terminate benefits in a timely manner ensuring SAP and SEBB accuracy.

As the incumbent vendor, SIG is well-prepared to continue this work. In addition, because we are already familiar with the current process, we are best equipped to work with SPS to improve upon processes and procedures.

Unlike prior years, when approximately 40% of all SPS employees enrolled in a medical plan had a payroll deduction, now *all* medical plan enrollees have a payroll deduction. This increased volume of payroll deductions has resulted in the need for more adjustments to payroll and more communications with employees. SIG initiated the first of monthly payroll adjustments on the February 2020 paychecks, and has continued to make adjustments as needed each month. SIG audits the monthly enrollment changes and tracks and adjusts employees' benefits deductions. We change payroll deductions in SAP due to individual Special Open Enrollment events, changes to default deductions after plan selections, and benefits terminations. SIG also manually enters end-dates for FSA participants who terminate employment or otherwise lose eligibility.

An Action Notice is the SAP record of a change in employment status, including transfers from one position to another, the addition of a new employment assignment, a leave of absence, or many other changes. While the API programming completed this fall will identify newly eligible

employees, SIG still uses action notices daily to identify necessary terminations and change the B codes in SAP, and to which SEBB worksheet must be sent in response to an eligibility change.

18. Work with the District's Human Resources for presentation of Benefits Orientations (weekly) and Benefits and Open Enrollment Seminars (periodically).

SIG consistently presents weekly benefits orientations for newly eligible employees. When schools shut down early last spring due to COVID-19, we worked with HR and the Seattle Education Association to transition orientations to online meetings. We are happy to report that we have never missed a meeting.

For more information about Open Enrollment seminars, please see our response to Question #9.

The SIG team are knowledgeable and confident presenters, able to adapt our presentation to best suit our audience. We are routinely complimented for the materials we produce and our engaging presentation style.

19. Provide necessary and appropriate business analyst and programmer expertise to create interfaces with SAP and any other District programs and processes needed to ensure SEBB administration aligns with SAP; this includes input into programming and development of processes for secure transmission of documents and data. Ensure all interfaces with vendors operate at optimum efficiency with few, if any, redundant processes. Ensure ability to create queries and run reports in SAP and SEBB MyAccount to gather information to perform adjustments.

We are familiar with all required software and interfaces. SIG has always maintained a very good working relationship with DoTS. To transition to the SEBB program we have worked together more closely than ever before. Please see the response to question #8 for information about our work with DoTS over the last 12 months.

We have worked directly with HCA programmers to understand SEBB My Account's capabilities, are familiar with all the available reports and queries, and have requested special reports when needed. This year, we have also worked with MetLife and Navia to identify errors in reporting and improve the accuracy of file transmissions.

20. Create and maintain a "Benefits hot line" with dedicated employees for the District, minimum of 5 days per week, 9 hours per day.

With the needs of SPS employees in mind, SIG introduced the Benefits Helpline in 2004 as an enhancement to our brokerage services. We answer phone calls from 8am to 5pm Monday through Friday. For all of our clients, the Benefits Helpline provides confidential and personal claims assistance. In addition, we help callers locate providers, obtain forms, understand their statements, and assist with the transition to COBRA or other coverage. We help employees make informed choices and educate them on how best to use their plans.

In addition to the usual assistance we provide to all our clients, our Helpline services for SPS are enhanced. For SPS employees and their families, the Benefits Helpline has become an increasingly popular way for employees to get thorough, accurate, and helpful information regarding eligibility, timelines, premiums, and plan information.

During the most recent SEBB Open Enrollment period from October 1 through November 15th 2019 we recorded nearly 4,600 calls. The highest number of calls in a single day from SPS employees and family members was 400. We heard from SPS employees who had never called the Helpline before, as well as employees who were already familiar with our service.

During the most recent twelve-month period ending September 30<sup>th</sup> 2020, Helpline staff recorded more than 10,800 phone calls from SPS employees and family members, a 50% increase in call volume as compared to the prior year. SIG's Benefits Helpline staff members record notes about the calls they receive, particularly when our perception of the caller's level of satisfaction at the end of the call is poor. Though we saw satisfaction ratings slip this year, our notes indicate that dissatisfied callers were largely unhappy with things beyond SIG's control, such as SEBB My Account and the dependent verification process, the new costs and benefits provided by the SEBB program, or the appeals process.

In addition to topics discussed and perceived satisfaction levels, we record whether we can resolve a caller's question or must transfer it to another SPS department or outside vendor. Though the nature of the SEBB program requires that employees go directly to the vendor (for example, MetLife holds the only records for voluntary life insurance, we are happy to report that in the last year the percent of calls that we could not resolve remained under 5%.

At SIG, we take great pride in the service we provide through the Benefits Helpline. Data regarding Benefits Helpline activity is included in this proposal.

21. Create a website (integrated with the District) that allows employees to enroll, change, and terminate benefits as appropriate. Ensure legality of electronic changes. Issue hard copy (USPS mail) confirmation notices to employees of benefit changes. Track hits and activity and provide info as requested. Provide for the above changes to also be made via paper forms.

The SPS Benefits Website was also introduced in 2004 and has become the primary resource for benefits information. With the introduction of the SEBB program, employees enroll through SEBB My Account, and may print benefits confirmations directly after enrollment. SIG does not currently mail hard copy confirmations to employees, as these are provided by the HCA. Beginning in late 2019, most benefits communications has provided links to SEBB My Account, and other HCA website resources.

However, many SPS employees have complained that the HCA's website is difficult to navigate, so we make sure that the SPS benefits website provides easy access to the information employees need most. SIG improved the look and connectivity of the benefits website in late

2019, but it remains purposefully simple in design. With average monthly website hits of 1,790 so far this year, benefits website usage has increased by 17% over last year. Currently, the benefits website has been updated for SEBB Open Enrollment. It includes links to the HCA's Intercom newsletter, benefit comparisons, full certificates of coverage, links to provider searches, and much more.

The Benefits Website is accessible through a direct link on the SPS HR page, and also available from employees' homes at <a href="https://www.benefitspage.com">www.benefitspage.com</a> (password: "sps")

Anticipating that not all SPS employees will be able to enroll online, SIG and SPS work to ensure that paper enrollment forms available for those who need them.

22. Ensure timely and appropriate compliance with all applicable Federal and State laws, both present and future. Provide statistical analysis of a one-year look back period for the Affordable Care Act. Advise the District of the need to offer appropriate benefits to our employees falling under the "Play or Pay" Portion of the law.

Since the signing of the Affordable Care Act in March 2010, SIG has diligently maintained active communication with SPS regarding the Affordable Care Act. For all our clients we have sent out dozens of informative emails, bulletins and instructions, all originally authored, that have helped employers and their employees understand the changes brought about by the Act, and by subsequent changes to State laws and regulations designed to facilitate and support the implementation of the ACA. We have met with SPS administrators, as well as the Seattle Education Association and Building Trades during contract negotiations to discuss compliance, penalties, and possible effects on bargaining, benefits funding, and pool levels.

In 2013 and 2014, SIG conducted a thorough analysis of the SPS employee population and presented data and analysis to Administration on more than one occasion. We identified the extent of possible penalties, the cost to SPS to offer benefits, and what current policies would have to be changed to avoid all penalties. Each year, SIG has analyzed the IRS' initial assessment of SPS penalties and provided additional information to the IRS to significantly reduce the District's final penalty assessment.

We are confident that our familiarity with the laws and regulations affecting the SEBB program is more complete than any other potential vendor. When ESB 2242 passed, SIG provided analysis within days. We have continued to work closely with HCA and SPS through changes and clarifications.

In sum, we are confident that SIG is in an excellent position to continue to assist SPS with navigating through the new federal and state regulations.

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

Section 10:

**Team Organization** 



SIG's Employee Benefits department is professional, knowledgeable, hard-working, and honest. Below you will find the staff who we propose would continue to be assigned to provide benefits administration services for Seattle Public Schools:

#### **Primary Account Administration Team:**

**Marnie White** is a Vice President of the firm. After 6 years as the Director of Human Resources for a multi-state private company, she joined SIG in 2004. Marnie has been working with SPS for the past 16 years and oversaw the transition of benefits administration from SPS to SIG in 2006. She is responsible for SIG's performance of the Employee Benefits Administration and Consulting Services contract for Seattle Public Schools.

Marnie's work at SIG includes consulting with public school districts, private schools, non-profit agencies, and private companies. She is experienced in all aspects of human resources, including compensation and benefits, recruiting, employee relations, talent management, compliance, affirmative action and EEOC reporting, acquisitions and mergers, and change management. Marnie graduated Magna Cum Laude from Skidmore College with a double major in psychology and dance performance.

**Nikki Turpin** serves as the Benefits Administration Manager for Seattle Public Schools. On behalf of all our school district clients, she managed COBRA and Self-Pay administration through 2019 and oversaw the transition to SEBB. Nikki directly oversees the performance of day to day administrative work and account maintenance and works with DoTS and HR to create and produce required reports and data feeds.

Nikki joined SIG in early 2014 and has been working on behalf of Seattle Public Schools for the past six years. As the former Assistant Director of a large retirement facility in Oregon, she is experienced in employee management, workers compensation and benefits. Nikki graduated Cum Laude from Seattle University with a degree in History.

Jay Thompson serves as the senior service lead on the Benefits Helpline. He is responsible for the review and interpretation of daily Action Notices and notifying employees of their eligibility. Jay joined SIG in 2008 and has been working with SPS for the last 12 years. Jay has more than 20 years of experience in health care customer service and claims in Washington State. Before coming to SIG, Jay served in a similar capacity for another benefits brokerage firm.

**Raychel Champneys** joined SIG in 2017 and brought her seasoned customer service skills to play for Seattle Public Schools on the Benefits Helpline. In addition to her direct work with SPS employees, Raychel handles disability and life insurance claims, and weekly and monthly eligibility audits. Raychel began college during high school through the Running Start program and graduated Cum Laude from Washington State University with a BA in Strategic Communication and a specialization in Public Relations. Prior to her time at SIG, Raychel worked as a personal lines insurance claims manager for a large national firm.

**Pannita Ngoennuruck** has worked in administration at SIG since 2004. On behalf of SPS, she handles manual SMA updates, creates SEBB worksheets, and stays on top of SPS employee files.

In addition to our permanent staff, SIG routinely brings in additional assistance during SPS Open Enrollment. SIG has successfully augmented our permanent staff during Open Enrollment nearly every year since 2010. Anticipating increased volume of work in October and November, we currently have two additional staff on hand for benefits administration.

Though the primary account administration team members are listed above, SIG dedicates the resources of the following experienced and licensed staff to SPS for assistance on the Benefits Helpline:

**Laura McKeon** brings exceptional knowledge of health plans and coverage to SPS. Prior to joining SIG in 2018, Laura spent nearly 15 years in sales and account management support at Kaiser Permanente.

**Todd Meakin** Todd joined SIG 15 years ago and has a long history of working on behalf of our school district clients. His industry knowledge and commitment to service make him a valued member of our team.

**Chris Lightfoot** has expertise in individual coverage, Medicare, and micro-groups. Chris has been in the employee benefits industry for more than 20 years, and with SIG for the past eight years.

**Monica Cripe** has been working with SIG's large school district clients since 2005. She has a thorough understanding of all benefits coverages, and a deep commitment to client service.

**Similar Service Contracts:** SIG served as the broker and consultant for school districts through the end of 2019, when the SEBB program went into effect. In 2020 SIG stopped providing broker and consulting to six of our school district clients. We continue to provide benefits administration services to Seattle Public Schools. We also maintain broker and consulting services related to Long Term Care Insurance with Shoreline School District and Central Kitsap School District. Through our long history of working with school districts, we are proud to say that no district voluntarily stopped working with SIG. We still maintain friendships with many of our former school district clients, and routinely hear from benefits administrators at Auburn, Renton, and Shoreline.

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

#### Section 11:

#### **Ancillary Support Services**



#### **Ancillary Support Services:**

1. Describe the computer programs you use and the information available from those programs.

SIG uses SAP daily. We are intimately familiar with SEBB My Account, the Health Care Authority's enrollment system. SIG also routinely uses Microsoft Office products to create communications for employees and administrators.

2. Include any proposals you would recommend for savings in any area which you believe would be effective for an employer the size of the District.

Because of our deep knowledge of District benefits administration and our understanding of what data can be obtained from SAP, SIG is uniquely qualified to provide benefits administration for SPS. We worked with the District to transition to online enrollment in 2016. This year, we worked with SPS again to revise coding, produce workable reports, and achieve a daily API feed. We are looking forward to continuing this work together to help identify savings related to benefits and benefits administration.

3. Describe the computer software and hardware you would propose to use in the administration of District benefits. Is it readily accessible to District staff via a web-based interface, both on-site and offsite?

SIG has the necessary tools to work very effectively with SPS. We continue to use Sharefile for secure transmission of sensitive documents and data, access SAP through the secure VPN, and work in SEBB My Account daily.

When the COVID-19 pandemic caused the District to close schools and most businesses to send employees home in March, SIG transitioned the Benefits Helpline so that we could continue to answer employees' helpline questions from the safety of our homes. School district employees routinely email the benefits team at <a href="mailto:benefits@seattleschools.org">benefits@seattleschools.org</a>. As stated earlier in this proposal (Approach Question #21), SIG has operated a very successful benefits website on behalf of the District for the last 16 years, which continues to be used by employees, their families, and by SPS administrators.

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

Section 12:

**Cost Proposal** 



Currently the District pays SIG \$5.50 per employee per month, plus the cost of postage. SIG and the District made this agreement in August 2019 recognizing that the total number of benefits-eligible employees under the SEBB program was not yet certain, and that the volume of mail to be required by SEBB program administration was unknown. Based on current eligibility (7,793 employees) and anticipated mailing costs through the end of the year, we expect the total cost of outsourced benefits administration for 2020 will be \$509,000.

As the District is aware, administration of the SEBB program has proven to be significantly more work than anticipated. Though agreed upon with the best of intentions and hope for the future, our current annual compensation was for a one-year contract and is insufficient to sustain current operations. To meet the needs of SPS employees in 2020, we have reallocated existing SIG staff and have brought in additional team members to supplement our longstanding SPS admin team. As of the date of this proposal, SIG has five full time employees dedicated to benefits administration, with more standing by for anticipated overflow during the upcoming Open Enrollment period for 2021 benefits. In addition, HCA has told us that they will not be printing Open Enrollment materials for any SEBB employees next year, which we expect will increase the printing and mailing costs associated with benefits administration.

SPS has requested that bidders propose a flat annual fee to encompass all benefits administration and consulting services, rather than a per employee fee. Our proposed fee for 2021 would allow us to sustain current service levels while continuing to work collaboratively with the District on future enhancements. It encompasses the costs of our expert consultation, administration, and the anticipated increase in mailing costs. Future proposed increases take into consideration expected future costs and anticipate the usual increase in the number of benefits eligible employees year over year.

Proposed annual fee for 2021: \$650,000 Proposed annual fee for 2022: \$682,500 Proposed annual fee for 2023: \$716,625

We would prefer to bill and be paid by SPS in monthly installments, with the first payment due February 1, 2021. SIG's proposed monthly fees are equal to approximately 0.6% of the \$8.5M that SPS pays to the Health Care Authority each month for premiums.

Should SPS elect to continue its relationship with SIG, no start-up or additional training costs would be incurred by SPS to maintain current operations. We are of course open to discussions regarding our proposed fees, keeping in mind that our common goal is to maintain the current good service that District employees and their families have come to expect, while working forward together in a thoughtful manner to enhance efficiencies and employee experiences.

#### **Seattle Public Schools**

for

#### **Employee Benefits Administration and Consulting Services**

#### Section 13:

# Supplemental Materials Administration Consulting, Resources, and Communications



#### About the medical plan comparison:

- 1. SEBB will be offering 21 plans from seven insurers. For the purposes of this comparison, we omitted Kaiser Northwest and Providence, which are not available in the Seattle area.
- 2. Plans are ordered by actuarial value from most rich to least rich. SPS plans' actuarial values are estimated using the CMS Actuarial Value Calculator and methodology.
- 3. Not all elements of the plans are represented on this comparison and details may change. For example, the UMP Plus plan will be a limited-network plan with Regence, which explains its' lower premium shares. (More on that below.)
- 4. SPS plans are in white. You'll see that four of SPS's seven plans made the first page, indicating that these plans tend towards a high AV than most of the SEBB plans. Two of the SPS plans are on the last page. One is in the middle.

#### About the non-medical plan comparison:

- 1. SEBB offers a greater variety of dental and vision providers than SPS.
- 2. Dental coverage appears to be comparable, though we have learned directly from Delta Dental that critical plan details for the Uniform Plan are missing or incorrect.
- 3. Without more detail, vision coverage is difficult to assess.
- 4. Life insurance coverage offered by the SEBB is not as good as that provided by SPS.
- 5. SPS's LTD coverage is far superior to the proposed coverage from SEBB.

#### **Current enrollment and premium costs:**

- 1. Data for this report is pulled as of February 1, 2019. The graphs and charts have summary comments throughout.
- 2. Of the District's 7,180 benefits-eligible employees, 92% of SPS employees are enrolled on a medical plan. 8% waive.
- 3. 68% of SPS medical plan enrollment is on a plan where the Actuarial Value is 92% or higher.
- 4. Of those *enrolled* on medical, 63% is for employee-only coverage. (When waivers are included in the total, this drops to 58%)
- 5. Of the 6,618 enrolled on a medical plan at any enrollment tier, 59% pay nothing, 67% pay less than \$100 per month, and 79% pay less than \$200 per month.

#### **Brief Comparison of SPS to SEBB Costs:**

We compared current SPS employee costs with the proposed Final Not-to Exceed Rates and associated employee cost shares that were discussed by the SEB Board this month.

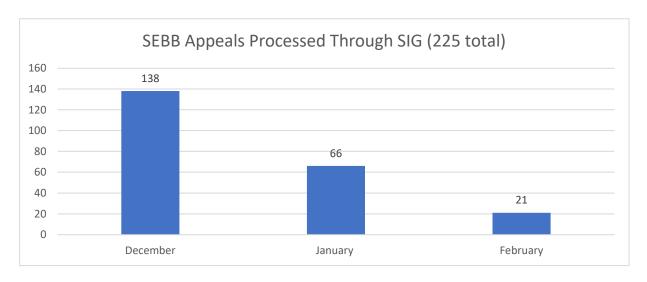
Average age for an SPS employee enrolled on medical is 46. Average salary is \$66,000.

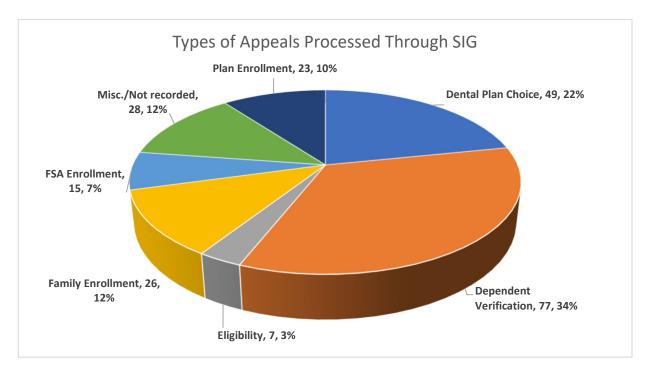
Enrollment Tier	Employee Only	EE & Spouse	EE & Child(ren)	EE & Family
SEBB Anticipated EE Premium Cost: 88% AV Plan (Regence)	\$101 Medical \$9 Life \$25 LTD <b>\$135 Total</b>	\$202 Medical \$9 Life \$25 LTD <b>\$236 Total</b>	\$177 Medical \$9 Life \$25 LTD <b>\$211 Total</b>	\$303 Medical \$9 Life \$25 LTD <b>\$337 Total</b>
SPS: # Enrolled	3,971	510	1,371	495
SPS: Most Common AV %	93%	88%	88%	79% to 88% AV
SPS: Employee	93.4% pay	40% pay	82% pay	52% pay
Premium Costs	\$0	\$400 or less	\$200 or less	\$600 or less

Exhibit B

## Seattle Public Schools Appeals Related to SEBB Program Benefits December 1, 2019 through February 25, 2020

Note: This report only addresses appeals that were sent through SIG, not those that were sent directly to HCA.





HCA has not provided a report of total SPS appeals received, processed, or approved.

Number of benefits-eligible substitutes, and reasons for eligibility:				
	Primary Reason			
	for becoming	Secondary		
Eligibility Reasons:	eligible	Reason	Tertiary Reason	TOTALS
Two Year Lookback:	27	0	0	27
45-Day Assignment (CBA):	27	16	1	44
Staffed (CBA):	16	13	9	38
Hired:	3	0	0	3
Reached 630 hours:	1	40	27	68
TOTAL:	74	69	37	180

Number of Substitutes in Medical Plan:	Enrolled
Default Medical:	26
Waived Medical:	18
Enrolled Medical:	30
TOTAL:	74

Substitute eligibility reasons, by percentage				
	Primary Reason			
	for becoming	Secondary		
Eligibility Reasons:	eligible	Reason	Tertiary Reason	
Two Year Lookback:	36%	0%	0%	
45-Day Assignment (CBA):	36%	23%	3%	
Staffed (CBA):	22%	19%	24%	
Hired:	4%	0%	0%	
Reached 630:	1%	58%	73%	
Total that reached 630 hours:	68			
% that reached 630 hours:	92%			
Average # of months between CBA-negotiated eligibility and SEBB				
		Eligibility:	2.7	

Substitute Medical Enrollment			
by Percent:			
Default Medical:	35%		
Waived Medical:	24%		
Enrolled Medical:	41%		
TOTAL:	100%		

Benefit Area: 01 - New Usage

**B001** – Not Anticipated to Reach 630

**B004** – Anticipated to Reach 630

**B007 - CBA Eligible** 

**B008** – Eligible due to Lookback

**B009** – Reached 630

#### **Definitions:**

**School Year:** September 1<sup>st</sup> to August 31<sup>st</sup> (An exception is made when determining eligibility for late year newly hired 10-month employees. In these cases, the last day of academic calendar is used instead of August 31st.)

**2-Year Look Back:** An employee is eligible for benefits if they have worked at least 630 hours in each of the last 2 school years and remains in a similar position.

Hours: Included in the eligibility calculation are: Hours worked, paid leave (all types), and paid holidays.

**SMA:** SEBB My Account is the Health Care Authority's online enrollment system and system of record.

FMLA: Family Medical Leave Act

WAPFML: Washington State Paid Family Medical Leave

**Similar Position:** Per the HCA, means that when a change in staffing occurs the new position is like the old position. IE: High school teacher to Middle School Teacher but not Teacher to Librarian or Teacher to Substitute

#### Logic for determining benefit eligibility at the start of a new school year:

- 1. By September 1<sup>st</sup>, is the employee staffed in a position in which they are anticipated to work 630 hours in the current school year?
  - a. Yes Benefits Eligible
    - i. B-Code: B004
  - b. No see question 2
- 2. Is the employee staffed between September 1<sup>st</sup> and the first day of school, (to be updated in SMA each year) in a position that is anticipated to work 630 hours in the current school year?
  - a. Yes Benefits Eligible
    - i. B-Code: B004
  - b. No see question 3
- 3. Is the employee eligible due to the 2-year lookback?
  - a. Yes Benefits start 9/1
    - i. B-Code: B008

b. No - not benefits eligible

i. B-Code: B001

### Logic for determining benefit eligibility when an employee requests a leave of absence (LOA):

- 1. Before the anticipated start of leave, was the employee anticipated to work 630 hours?
  - a. Yes see next question
    - i. B-Code: B004, B007, or B008
  - a. No not benefits eligible. Employee remains ineligible while on leave unless a combination of leave/paid hours causes them to unexpectedly reach 630 hours
    - i. B-Code: B001
- 2. Has employee already worked 630 hours this school year?
  - a. Yes Benefits continue, unless employment is terminated
    - i. B-Code: B009
  - b. No see question 3
- 3. Is the leave FMLA qualified?
  - a. Yes Benefits continue for length of FMLA, unless employment is terminated
    - i. B-Codes: B004, B007, or B008
  - b. No see question 6
- 4. Has the employee been approved for WAPFML and did it overlap with their FMLA leave?
  - a. Yes Benefits continue for length of FMLA and WAPFML, unless employment is terminated
    - i. B-Codes: B004, B007, or B008
  - b. No see question 6
- 5. Has the employee exhausted FMLA or combined FMLA/WAPFML leave?
  - a. Yes See question 6
  - b. No Refer back to question 3
- 6. Will the employee return to work this school year and with work/pay total 630 hours?
  - a. Yes Benefits continue unless employment is terminated
    - i. B-Codes: B004, B007, or B008
  - b. No- Benefits end due to change from "anticipated to work 630" to "not anticipated to work 630"
    - i. B-Code: B001
- 7. During their leave, does the employee notify the leave desk that they are changing their return to work date?
  - a. Yes refer back to question 3
  - b. No No change to current status

#### Logic for determining benefits eligibility when an employee returns from leave:

1. Did employee work 630 hours during the last school year, and therefore have benefits on August 31st?

- a. Yes continue to guestion #2
- b. No Treat as newly eligible employee. See "Logic for determining benefit eligibility at the start of a new school year" or "Logic for determining benefit eligibility for a mid-year new hire."
- 2. Is the employee *anticipated* to return to work in the current school year, and will earn 630 hours in the new school year?
  - a. Yes benefits continue on 9/1
    - i. B-Code: B004
  - b. No benefits are not offered on 9/1. But see question 3
- 3. While on leave, does the employee (who had not previously been anticipated to return to work in this school year) move up their return-to-work date so that the return to their previous position occurs during the current school year?
  - a. Yes Continue to question #4
  - b. No no change to eligibility
- 4. If the employee had not been on leave, would they have been anticipated to work 630 hours in the current school year?
  - a. Yes employee is benefits-eligible on first day of month after their return from leave

i. B-Code: B004b. No – Not benefit eligiblei. B-Code: B001

#### Logic for determining benefit eligibility for a mid-year new hire:

- 2. On the date of hire, is the employee in a position in which they are anticipated to work 630 hours in the current school year?
  - a. Yes Benefits Eligible

i. B-Code: B004

- b. No see question 2
- 3. On the date of hire, is the employee in a position in which they are anticipated to work 630 hours in the next school year?
  - a. Yes see question 3
  - b. No Not benefit eligible

i. B-Code: B001

- 4. Will the employee work at least 17.5 hours in 6 of the last 8 weeks of the school year?
  - a. Yes Benefits Eligible

i. B-Code: B004

b. No - Not benefit eligible

i. B-Codes: B001

#### Logic for determining eligibility for a mid-year staffing change:

1. Has the employee worked 630 hours since September 1st?

- a. Yes
- i. B-Code: B009
- b. No see question 2
- 2. With the combination of hours already worked and hours *anticipated* for the new position, is the employee anticipated to work a total of 630 hours this school year?
  - a. Yes Benefits Eligible
    - ii. B-Codes: B004
  - b. No see question 3
- 3. Was the employee previously anticipated to work 630 hours, and does this change in status change the anticipation?
  - a. Yes Change in staffing causes benefits to end
    - i. B-Codes: B001
  - b. No No change

#### Logic for determining benefit eligibility for substitutes:

- 1. Refer to "Logic for determining benefit eligibility at the start of a new school year" or "Logic for determining benefit eligibility for a mid-year new hire"
  - a. If answer to either of these is "yes," then benefits should be offered
  - b. No See question 2
- 2. Is the substitute staffed in a 45-day position?
  - a. Yes Benefits eligible
    - i. B-Code: B007
  - b. No not eligible
    - i. B-Codes: B001

#### Logic for determining benefit eligibility for hourly employees:

- 1. Is the employee newly staffed at the start of the school year?
  - a. Yes Refer to "Logic for determining benefit eligibility at the start of a new school year"
  - b. No Refer to "Logic for determining benefit eligibility for a mid-year new hire"

#### Logic for determining benefit end dates for terminating employees:

- 1. Has the employee terminated all positions?
  - a. Yes terminate benefits
    - i. B-Codes: B001
  - b. No Refer to "Logic for determining eligibility for a mid-year staffing change"

From: Marnie White < mwhite@SIGinsures.com >

Sent: Tuesday, July 28, 2020 9:52 AM

**To:** Pitsch, Chatrina (HCA) < <a href="mailto:chatrina.pitsch@hca.wa.gov">chatrina.pitsch@hca.wa.gov">chatrina.pitsch@hca.wa.gov">chatrina.pitsch@hca.wa.gov</a>; Alefteras, Melody (HCA Contractor)</a> <a href="mailto:melody.alefteras@hca.wa.gov">melody.alefteras@hca.wa.gov</a>; Jacob, Jibu (HCA) < <a href="mailto:jibu.jacob@hca.wa.gov">jibu.jacob@hca.wa.gov</a>; Hildebrand, Pam (HCA)</a> <a href="mailto:permits-representation-no-new mailto:permits-representation-no-new mailto:permits-representation-no-new mailto:permits-representation-no-new mailto:permits-representation-no-new mailto:permits-representation-no-new mailto:permits-representation-no-new mailto:permits-representation-no-new mailto:permits-representation-new mailto:permits-represen

**Cc:** Somavarapu, Sunil K <<u>sksomavarapu@seattleschools.org</u>>; Nelson, Kristina <<u>krnelson@seattleschools.org</u>>; Nikki Turpin <<u>nturpin@SIGInsures.com</u>>; 'Sandy Philbrook' <<u>slphilbrook@seattleschools.org</u>>; Jaeger, Judie E <<u>jejaeger@seattleschools.org</u>>; Cortez, Santiago D <<u>sdcortez@seattleschools.org</u>>; Ortogero, Boyd K <<u>bkortogero@seattleschools.org</u>>; Seko, Ryan <<u>rseko@seattleschools.org</u>>; Robinson, Mindy A <<u>marobinson@seattleschools.org</u>>

**Subject:** SPS API Test Results 7/27/2020

Hello all,

I have completed the review of yesterday evening's test. All files, including test results, the error report, and transmitted files, are here: <a href="https://spragueisraelgiles.sharefile.com/d-sa777379d26a427e9">https://spragueisraelgiles.sharefile.com/d-sa777379d26a427e9</a>

Unfortunately, we are still seeing errors related to the eligibility date that appear to be causing the records to not load correctly. These eligibility date errors also seem to be precluding errors I would expect to see elsewhere on the same record, like when an employee is eligible in May and has a term date in October. See Test Scenario #12, Thurston, Carter, and Williams for examples.

The error report contains three different kinds of errors related to the eligibility date. Assuming the eligibility date is to be included on all records that SPS transmits, we need to get this fixed:

- 1. The eligibility date provided for this subscriber is outside of the lower limit dates.
- 2. The new eligibility date exceeds the lower limit date
- 3. Eligibility date must be within the last 80 years and cannot occur more than 30 days in the future. (this is the only ongoing error we would expect to see)

In addition, though termination dates and records are on the transmission file, they are not on the error report and not showing up with term dates in SMA. See Test Case Scenario #14 for the clearest examples. I do not understand why these are not showing up in SMA when they are on the transmission file. Is this something that HCA is correcting?

Please let me know if you have questions. Looking forward to our 4pm call.

#### Thanks,

Marnie White, SPHR, SHRM-SCP Vice President Sprague Israel Giles, Inc. 1501 4th Avenue Suite 730 Seattle WA 98101

#### A Proposal To:

#### **Seattle Public Schools**

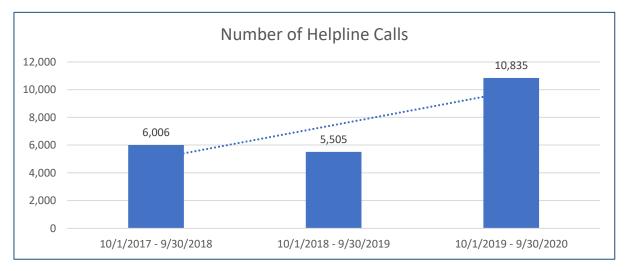
for

**Employee Benefits Administration and Consulting Services** 

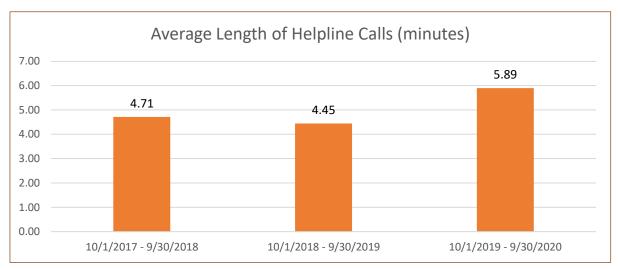
#### Section 14:

# Supplemental Materials Employee Resources and Communications

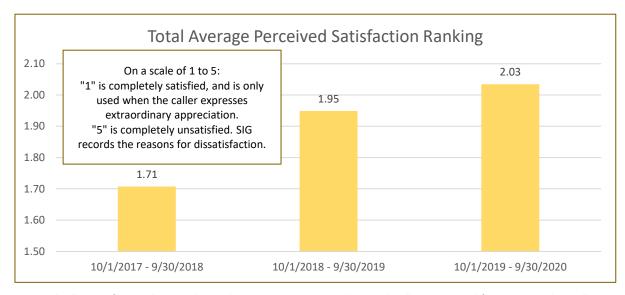




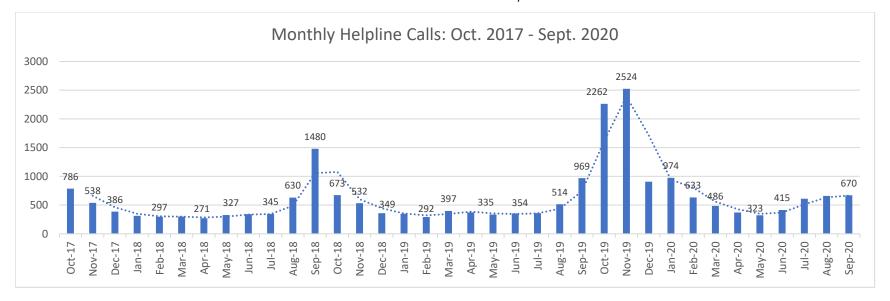
The number of Helpline calls increased by 50% over the most recent 12-month period

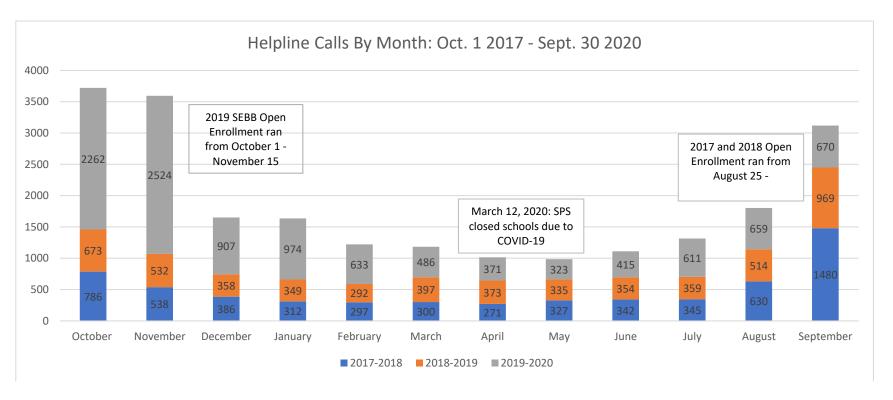


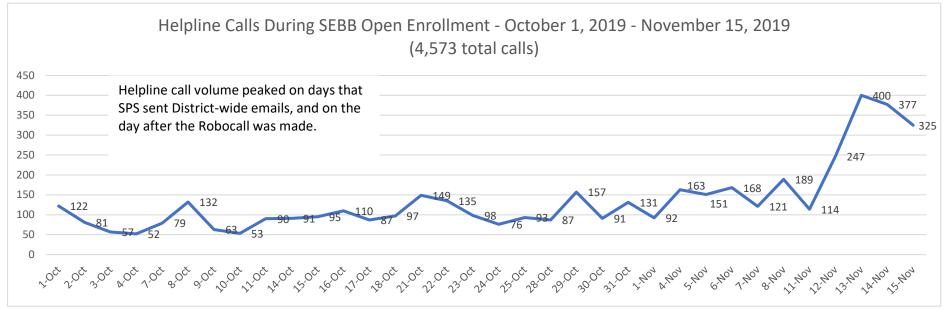
The length of time spent per call increased by 1.4 minutes (75%) over the most recent 12-month period

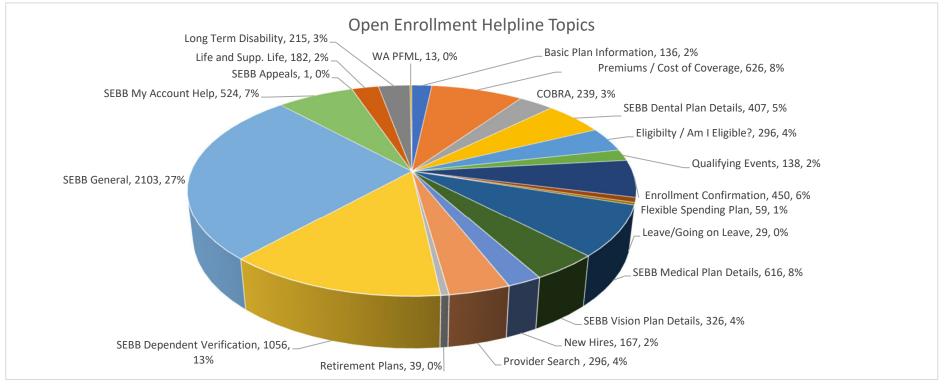


Perceived caller satisfaction decreased over the most recent 12-month period. Callers expressed frustration with enrollment, plan offerings, wait times, and the appeals process.











#### **Announcing**

### **SEBB Open Enrollment**

October 26 - November 23, 2020

#### Your Annual Opportunity to Make Changes

Open Enrollment for your SEBB benefits plans is Monday, October 26<sup>th</sup> through Monday, November 23<sup>rd</sup>. The Health Care Authority has sent the Intercom newsletter to employees' homes, and information is available online.

What can I do during Open Enrollment? Open Enrollment is the only time of year when you may make changes to your benefits plans without experiencing a special qualifying event. You may make changes to your medical, dental, or vision plan, waive medical coverage, add or drop coverage for dependents, and enroll in the flexible spending plans for 2021. This Open Enrollment only, you may enroll in Supplemental Long Term Disability coverage without answering medical questions.

#### **Open Enrollment Instructions**

Please review the Health Care Authority's communications for details about Open Enrollment. Information is available online at hca.wa.gov/sebb-employee.

- Review the 2021 premiums: Medical plan premiums will increase for many plans in 2021. Copays, deductibles and other cost shares to use the plans will not change. See the Health Care Authority's Intercom newsletter for details.
- 3. Waive medical coverage or change plans: You may change medical plans during Open Enrollment. If you have other employer-based group medical coverage, a TRICARE plan, or Medicare, you may waive medical coverage.
- 4. **Change dental or vision plans:** You may change dental or vision plans. You cannot waive dental or vision coverage.
- Enroll in the flexible spending plans: To participate, you must enroll or reenroll each year. To enroll, go to <u>sebb.naviabenefits.com</u>. FSA enrollment cannot be done through SEBB My Account.
- Enroll in supplemental Long Term Disability (LTD) Coverage: This Open Enrollment period is the final chance for current employees to enroll in the supplemental LTD without answering medical questions.

Important Deadline: Midnight, Monday November 23, 2020!

#### Deadlines and How to Enroll

All Open Enrollment changes must be made before midnight on November 23, 2020.

To enroll, waive medical, or make changes, log into SEBB My Account. Once you have made your changes, print and save a Statement of Insurance to confirm your elections. To enroll in the Flexible Spending Plans, visit sebb.naviabenefits.com

#### No access to a computer?

A limited number of enrollment forms are available for any employees without computer access. Please contact the Benefits Helpline at (206) 957-7066 for a form and instructions.

Completed enrollment forms may be mailed to MS 33-157 PO Box 34165, Seattle WA 98124, or you may email your form to benefits@seattleschools.org.

Completed forms must be received by SPS Benefits no later than November 23, 2020.

#### Find More Information

This year, there will not be inperson benefits fairs or open computer labs. However, many resources are available. Please see page 2 of this memo for details.

#### **Payroll Deductions**

Enrollment and premium changes are effective January 1, 2021, and will be reflected on your February 1st paycheck.

# What You Need to Know!

Certain elements of the SEBB program have been a challenge for SPS employees this year. Here is what you need to know:

#### **Dental Insurance:**

- SEBB provides <u>two</u> Delta Dental plans!
- DeltaCare is a managed care plan with a small Delta Dental provider network
- UDP uses the larger Delta Dental PPO network
- Check your dentist!
   Before you select a plan, see if your dentist is the network at www.deltadentalwa.co m/sebb
- Willamette Dental is a managed care plan that uses only Willamette Dental providers

#### **Default Enrollment:**

- Eligible employees who do not make a plan election within 31 days of their eligibility date are automatically enrolled on the default plans, including the UMP Achieve 1 medical plan, with the tobacco use surcharge.
- You can waive! If you have other employerbased group medical coverage, a TRICARE plan, or Medicare, you may waive the SEBB medical coverage.
- Not a tobacco user? If you do not use tobacco, the surcharge may be removed at any time, on a prospective basis. Log into SEBB My Account to change your attestation.

#### **Open Enrollment Resources**

Though there will not be in-person benefits fairs or open computer labs this year, there are many resources to help you get the information you need during this Open Enrollment period.

**Virtual Benefits Fair:** The SEBB Virtual Benefits Fair is available 24/7 at <a href="https://hca.wa.gov/VBF-sebb">hca.wa.gov/VBF-sebb</a>. Visit the fair to find informational videos, webinars, links to provider searches and plan comparisons.

Alex, the Virtual Benefits Assistant: Give yourself some time to visit with Alex. Alex can help you find a plan based on where you live, who you plan to cover, and what you expect your plan utilization to be in 2021. Visit <a href="https://hca.wa.gov/Alex">hca.wa.gov/Alex</a> to get assistance. Remember, once you have a plan recommendation from Alex, you will still need to log into SEBB My Account to make your elections.

**Webinars:** The SEBB program insurance carriers will be hosting a series of webinars beginning October 21<sup>st</sup>. You can register for any of the webinars from the <u>Open Enrollment Webinar</u> page on HCA's website. Through the webinars, you can learn about the plan networks, get more information on Long Term Disability, and learn about the tax savings when you participate in a flexible spending plan.

SPS Webinars: In addition to webinars offered by the SEBB Program, the District's benefits team has designed webinars specifically for SPS employees. Both live and pre-recorded webinars are available on the SPS Benefits Website

www.benefitspage.com (password "sps").

Live webinars will be presented on the following days at 10am and 4pm with time available for live Q&A.

Thursday, October 22<sup>rd</sup>
Open Enrollment Basics: Enrolling
Dependents, Coverage and Benefits

Thursday, October 29<sup>th</sup>
Dental and Vision Plan Choices:
Networks and Coverage

Thursday, November 5<sup>th</sup>
Medical Plan Choices: Networks,
Coverage and Premiums

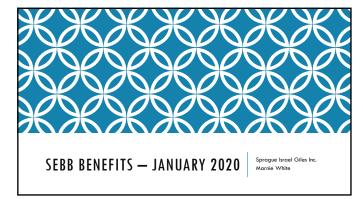
Thursday, November 12<sup>th</sup>
Flexible Spending Plans, Supplemental
LTD, and the Wellness Incentive

### Continued Benefits Help for SPS Employees

The Benefits Helpline and Benefits Website

Benefits can be confusing. But there is help! Please review your SEBB Intercom newsletter carefully. To find more information, visit the resources detailed in the newsletter. For easy access to the most frequently requested SEBB program information, visit the Benefits Website at www.benefitspage.com (password: "sps"). If you have questions or need assistance thinking through your choices, the friendly and knowledgeable team at the Benefits Helpline is ready to assist you and your family members.







1

#### SEBB BENEFITS AGENDA

So much to cover!

- · An overview
- Eligibility
- Open Enrollment
- How to enroll and dependent verification
- Benefits
- Costs
- Resources
- Questions

3



#### SCHOOL EMPLOYEE BENEFITS BOARD — "SEBB"

An overview:

- Created by Engrossed House Bill (EHB) 2242, and signed into law on July 6, 2017
- WA school districts, charter schools, and represented employees of Washington's educational service districts (ESDs), receive health and other insurance benefits for eligible employees through the SEBB Program beginning January 2020
- Administered by the Health Care Authority (HCA)

#### SEBB

- Benefits plans are standardized across the state
- Premiums and premium shares are the same
- Geographic differences can affect plan access

5

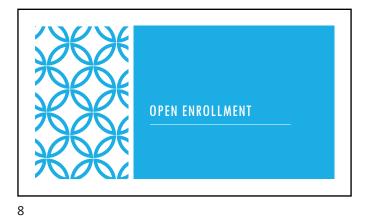
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#### **ELIGIBILITY**

No longer based on "FTE"

- \*Eligible employees work 630 hours per school year
- School year is September 1 August 1
- Benefits are not pro-rated based on part-time work



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OCTOBER 1 - NOVEMBER 15, 2019

All eligible employees <u>must</u> enroll or waive coverage!

- •You will receive notification via email
- Eligible
- Ineligible
- Not eligible yet

**SEBB MY ACCOUNT** 

Click the link to enroll: myaccount.hca.wa.gov

- 1. Add your dependents to your account
- Legal spouse, registered domestic partner (over age 62), children
- 2. Verify your dependents
  - Upload documents from your computer or phone
- 4. Attest to premium surcharges
  - Tobacco surcharge or spousal surcharge, if applicable
- 4. Select your plans

- Use ALEX, the online benefits advisor, check out the virtual benefits fair, and review your Initial Enrollment Guide for information

9

10

#### **ADDING DEPENDENTS**

Before you log in to SEBB My Account, you need:

- For your family members:
- Name, Date of birth, social security number, and verification documents
- Verification documents include:
- \* 2018 tax return (1st page only, okay to black out financial info!)
- · Birth certificate
- \* Marriage certificate within last two years
- Marriage certificate <u>and</u> proof of same residency
- You must upload verification documents before November 15th, or your family members will not have coverage!

#### PREMIUM SURCHARGES

Tobacco use premium surcharge

If you do not complete the surcharges section of your enrollment, you will be charged!

\$25 in addition to your monthly premium, if

You or any family member age 13 or older uses a tobacco product

Spousal premium surcharge

- \$50 in addition to your monthly premium, if
- You enroll your spouse for SEBB medical coverage and he or she is also eligible for group medical insurance through his/her own employer  $\,$
- · May be waived based on cost and coverage provided by other employer's plans

11

12

cost to cover eligible family members for

dental and vision on the SEBB plans, but they must

#### **CHOOSE YOUR PLANS!**

#### Basic Benefits:

- Medical insurance
- Dental Insurance
- · Vision insurance
- Basic life insurance and accidental death & dismemberment (AD&D)
- · Basic long-term disability insurance
- Health Savings Account (for HDHP enrollees)
- Wellness Program

- Voluntary Benefits:
- Supplemental Life and AD&D
- · Supplemental LTD
- Medical Flexible Spending Arrangement
- Dependent Care Flexible Spending Arrangement DCAP)



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#### MEDICAL: PLAN AVAILABILITY BASED ON LOCATION

Plans NOT available in King County:

- \*Kaiser Permanente Core 3
- \* Instead choose Core SoundChoice
- Kaiser Permanente <u>NW</u> Plans
- \* These are for Vancouver/Southwest Washington
- · Premera Peak Care EPO
  - · Available in Pierce County

#### MEDICAL: THREE CARRIERS

#### Kaiser Permanente:

- \* Kaiser Permanente Core: SoundChoice, Core 1, Core 2
- \* Kaiser Permanente WA Options Access: PPO 1, PPO 2, PPO 3

#### Premera Blue Cross:

· High PPO, Standard PPO

#### Uniform Medical Plan:

- · UMP Achieve 1, UMP Achieve 2
- · UMP High Deductible (HSA Qualified)
- UMP Plus (both PSHVN and UW Medicine ACN)

15 16

#### MEDICAL PLAN NETWORKS

#### Kaiser Permanente:

Kaiser Permanente Core: Kaiser Permanente only

Kaiser Permanente WA Options Access: Kaiser Permanente, First Choice Health Network, First Health Network

#### Premera Blue Cross:

High PPO, Standard PPO: Premera's Heritage Prime Network (includes UW, VM, Evergreen, NW Hospital, Valley, Multi-Care, etc. NO Swedish/Providence)

#### Uniform Medical Plan:

- ve 2, High Deductible: Regence Blue Shield PPO
- UMP Plus PSHVN-Includes Polyclinic, CHI Franciscan, Rainier Health Network. NO MultiCare, Overlake, Evergreen
   UMP Plus UW Medicine ACN- University of Washington, Proliance, Children's Hospital

MEDICAL PLAN HIGHLIGHTS Kaiser Access PPO UMP Annual Deductibles \$125 to \$1,250 \$250 to \$1,250 \$750 to \$1,250 \$125 to \$1,400 (generally waived for office visits) \$20 to \$40 copay Office Visits \$10 to \$40 \$20 to \$40 15% to 20% Coinsurance 15% to 20% 20% 20% to 25% 15% to 20% Prescription Deducible \$125, waived for generic None None Annual Out-of-Pocket Maximum \$2,000 to \$4,000 \$2,500 to \$4,500 \$3,500 to \$5,000 \$2,000 to \$4,200

#### MEDICAL PLAN PREMIUM COSTS Kaiser Permanente WA Core 2 \$19 \$38 \$33 \$57 \$49 \$147 \$125 Kaiser Permanente WA SoundCha \$98 \$86 KP WA Options Access PPO 2 \$69 \$138 \$121 \$207 KP WA Options Access PPO 3 \$116 \$232 \$203 \$348 \$250 Premera High PPO \$123 \$210 \$140 Premera Standard PPO UMP Achieve 1 \$33 \$66 \$58 \$99 \$750 UMP Achieve 2 UMP High Deductible \$195 \$25 \$50 \$44 \$75 UMP Plus – PSHVN or UMP Plus UW Medicine ACN

#### **HEALTH SAVINGS ACCOUNT (HSA)**

 ${\sf HSA} \ \underline{\sf only} \ {\sf for \ employees \ enrolled} \ {\sf on \ the \ UMP \ High \ Deductible \ Plan} \\ {\sf ^*Health \ Equity: \ HSA \ plan \ administrator}$ 

- You must establish an account with HealthEquity in order to receive SEBB contributions
- For single subscriber: \$31.25 per month, up to \$375 for the 2020 calendar year For employee with family: \$62.50 per month, up to \$750 for the 2020 calendar year
- SmartHealth Wellness participation incentive: \$50
   You may also make your own contributions, up to IRS limits
- Individual: \$3.550 from all sources
- Family: \$7,100 from all sources

20 19



#### **WELLNESS - SMARTHEALTH**

#### Voluntary Wellness Program

- \* Secure mobile-friendly website
- \* Participating employees can auglify for a wellness incentive every year

#### Wellness Incentive

- 2020: \$50 incentive

You must participate before November 15, 2019 to receive the Wellness Incentive for 2020!

22 21



#### **DENTAL PLANS**

- DeltaCare:
   Managed Care Plan: Select a primary dental provider, or one will be selected for you!
- No out-of-network coverage
  No deductible. You pay copays for services.

- Willamette Dental Group:

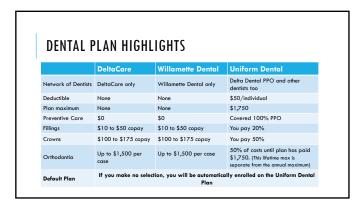
  Managed Care Plan: Select a primary dental provider, or one will be selected for you! No out-of-network coverage
- No deductible. You pay copays for services.

#### Uniform Dental Plan:

- PPO Plan uses the Delta Dental PPO network.

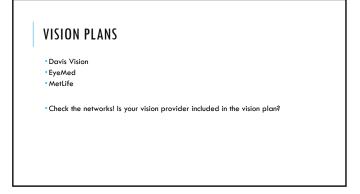
  You can see any dentist. Coverage is better when you see Delta Dental PPO providers.
- \$50 deductible is waived for preventive services. Coinsurance level depends on service received

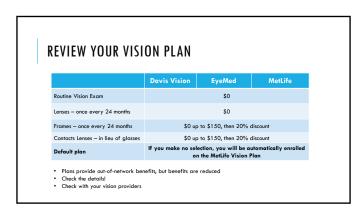
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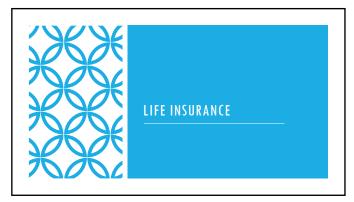


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Provided by MetLife

\* \$35,000 flat benefit

\* \$5,000 AD&D benefit

\* \$5,000 AD&D benefit

\* Automatic, and covered by SEBB

Supplemental Life and AD&D

\* Voluntary and employee-paid

\* Premiums are based on age

\* Increments of \$10,000, up to \$500,000 with no medical questions, during this first Open

Enrollment angly.

\* Coverage for spouse and children is also available, in smaller amounts

Link to the MetLife enrollment website to create an account and enroll



LONG TERM DISABILITY INSURANCE

Provided by Standard Insurance Company

· 60% of the first \$667 of gross monthly pay = \$400 per month

· Automatic, and covered by SEBB

Supplemental Long-Term Disability Insurance

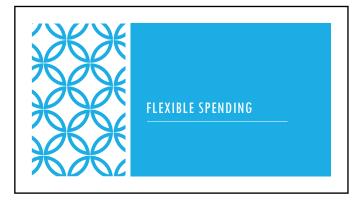
· Voluntary and employee-paid

· Premiums are based on age

· 60% of your gross monthly pay, to a maximum benefit of \$10,000 per month

Enroll online through SEBB My Account

31 32



FLEXIBLE SPENDING PLANS

Administered by Navia Benefits Solutions:

Medical Flexible Spending Arrangement (FSA):

\* Make an annual pre-tax election

\* Equal amounts are withheld from your paycheck pre-tax

\* Pay for health expenses for you and your tax family

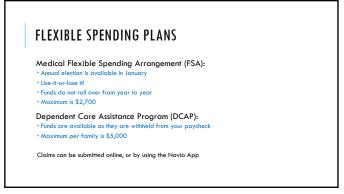
Dependent Care Assistance Program (DCAP):

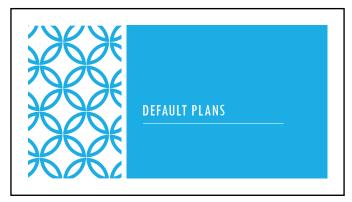
\* Make an annual pre-tax election

\* Equal amounts are withheld from your paycheck pre-tax

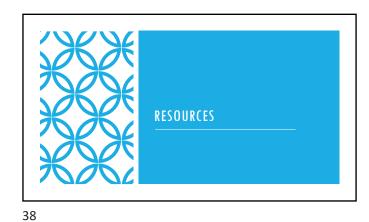
\* Pay for daycare expenses for children under age 13, or eldercare, so you and your spouse can work

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# WHAT IF I DON'T ENROLL? Enrollment is Automatic: Basic Life and AD&D Basic LITD MetLife Vision — employee-only UDP Dental — employee-only UMP Achieve 1 — employee-only Tobacco Premium Surcharge \$25 per month Tobacco Premium Surcharge \$25 per month You may waive medical insurance if you are covered by: Another employer's group medical insurance TRICARE Medicare



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# BENEFITS FAIRS Bellevue: Monday, October 14<sup>th</sup>, from 4 – 8pm, Bellevue College Virtual Benefits Fairs online 24/7 at SEBB My Account SEBB Enrollment Workshop: Tuesday, October 22<sup>nd</sup>, from 3-5:30pm, SPS JSCEE

\*Alex, the online benefits advisor

\*Weekly Benefits Updates from SPS!

\*Helpful links to the information you need

\*myaccount.hca.wa.gov

\*Tech assistance at 1-855-548-3100

\*The Benefits Website: <a href="www.OurPasswordPage.com">www.OurPasswordPage.com</a> (password: sps)

\*The Benefits Helpline: (206) 957-7066

39 40





Sprague Israel Giles, Inc. SPS Benefits Administrators 1501 4th Ave #730 Seattle WA 98101-1637

August 10, 2020

Name Address City, WA ZIP

RE: Response to SEBB Employee Request for Review/Notice of Appeal

Thank you for sending a SEBB Employee Request for Review/Notice of Appeal.

We have completed the Employer section of the Appeals form and have enclosed it. The next step is for you to send the completed appeal form and any supporting documentation to the Health Care Authority for their review and decision. We recommend faxing your completed appeal at the fax number on the form.

As of July 15<sup>th</sup>, Health Care Authority let us know that the SEBB Appeals Department was backlogged and working on appeals dating back to April of this year. Once your appeal has been opened and logged by the Appeals Department, they will send you an acknowledgement letter with a tentative date for when you can expect a decision about your appeal. You can call the SEBB Appeals Department at 1-800-351-6827 to check the status of your appeal, but should be aware that as of July 15, 2020, the Appeals Department was working to return voice messages dating back to June 10, 2020.

If you have other questions related to your enrollment, please do not hesitate to call the Benefits Helpline at (206) 957-7066.

Sincerely,

SPS Benefits Administrators Sprague Israel Giles, Inc.

SEATTLE PUBLIC SCHOOLS

October 5, 2020

#### <u>ADDENDUM NO. 1 FOR RFP NO. RFP092006: EMPLOYEE BENEFITS</u> ADMINISTRATION CONSULTING SERVICES

This addendum shall become part of the contract documents and modifies the original bidding documents for RFP No. RFP092006; Employee Benefits Administration Consulting Services. Please acknowledge this addendum in your response. Failure to do so may subject the proposer to disqualification.

#### **ANSWERS TO QUESTIONS:**

**Question No. 1:** Please confirm what enrollment system your employees are making benefit elections in today?

Answer: SEBB My Account; the Health Care Authority's system.

<u>Question No. 2: Will employees be expected to make elections in an existing SMA system, or are you looking for a benefits administrator to build an enrollment system to replace SAP as the employee enrollment system?</u>

<u>Answer</u>: We are required to use the State Health Care Authority's (HCA) system. This contract will not include building an enrollment system, rather we need an administrator to manage the existing SEBB My Account enrollment processes and eligibility updates, as well as address employee benefits issues and concerns.

Question No. 3: In Section 5.1 A. 1 You state the need for a vendor to "Maintain accurate eligibility and enrollment in SEBB MyAccount (SMA) using automated data feed from SAP directly into SMA, or manually adjusting eligibility in SMA." Our model typically consists of employee demographic data being sent to our Benefits Administration platform where eligibility is calculated, elections are captured and deductions are calculated. The employee's deductions are then fed back to the client's payroll system. Elections are typically maintained only in our Benefits Administration system. Can you clarify your needs around data being sent back to SAP or what is mean by "manually adjusting eligibility in SMA, as needed?

Answer: Section 5.1 Deliverables, A. Benefits Administration, 1. States: "...Maintain accurate eligibility and enrollment in SEBB MyAccount (SMA) using automated data feed from SAP, the District's system of record, directly into SMA, or manually adjusting eligibility in SMA, as needed."

The process involves transferring records such as new hires, FTE changes, demographic changes from SAP directly to SEBB My Account (SMA) in an automated nightly feed.

Once these records are in SMA, the consultant verifies the accuracy and takes actions to notify the employee of eligibility (or loss of eligibility). There are records that need to be manually entered for many reasons; errors that kick the records out, qualifying events, terminations or other date parameters for records that do not meet required timeframes, missing county data, etc. We pull a billing file that is retrieved monthly from HCA and upload it via an interface into SAP. There is a reconciliation process that must occur to ensure the records in SMA, HCA's billing file and SAP are aligned and accurate.

We expect the consultant to be provided access to viewing and changing benefits data in SAP, as well as SMA.

Question No. 4: Section 5.1 Deliverables-Selection A Benefits Administration, in reference to question #3, what will be the main communication channel for enrollment and eligibility communications? For example, by email, phone, snail mail, or SAP interface/SEBB portal. What is preferred by Seattle Public Schools?

<u>Answer</u>: We use multiple means of communication; SharePoint file exchanges, email, voice mail and regular mail. HCA requires a letter be sent to employees who gain or lose coverage. This is mailed via the U.S. Postal Service. The Benefits Administrator will use the HCA's communication portal such as FUZE for answers to SEBB My Account or call HCA's Outreach and Training unit for support.

Question No. 5: Section 5.1 Deliverables-Selection A Benefits Administration, in reference to questions #4, can you clarify "costing estimates"? Is there an expectation that CAS would be responsible for actuarial or budgeting forecast?

Answer: We are asked to provide cost estimates such as 1) How many substitutes have enrolled and what is the cost of their coverage? 2) How many employees are expected to work the required hours to gain eligibility and what will this cost us? 3) At open enrollment, how have plan choices changed and what are the total costs to the District this year versus last year? Such questions and costing are often associated with policy changes or collective bargaining agreements and occur periodically.

Question No. 6: Section 5.1 Deliverables-Selection A Benefits Administration, in reference to question #7, please provide further details on short pay and current process around COBRA administration.

<u>Answer</u>: COBRA is administered by HCA; however, the consultant will notify the employee of loss of coverage via required letter. The term "short pay" is used with employees who are on a leave of absence or whose work hours have reduced to where their paycheck does not cover their premium. In these cases, we must identify these employees and send notification of the amount due to the School District. The employees are required to send a payment directly to the District in order to maintain their coverage.

Question No. 7: Section 5.1 Deliverable-Section F Data System, will Seattle Public Schools give proper training to CAS Dedicated Team on SEBB My Account (SMA)?

Answer: Yes, the District will provide training on both SMA and SAP.

Question No. 8: Section 5.1 Deliverable-Section F Data System, will the SAP (District's system of record) need to set up a file feed integration with our system? (References in bound and out bound interface files). Or will a secure FTP exchange be sufficient for the file delivery?

<u>Answer</u>: We do not exchange files for the purpose of using a Consulting firm's system. However, we do give access to SAP in order to transfer data between SAP and SMA via an automated process. In addition, the consultant has access to the HCA billing file for reconciliation of records between SAP and SMA. We are not using a consultant's system to administer District benefits, rather the consultant will have access to SAP and SMA.

Question No. 9: Regarding items #11, #12 and #15 on page 8 of the RFP. Could you expand on the consulting expectations for each of these items.

<u>Answer:</u> Number 11. "Provide day-to-day consultation, research and responses on matters such as, but not limited to: plan interpretation, eligibility issues, billing and other matters that may arise during the normal course of business."

This is an expectation of direct customer service to employees. We have been using a Benefits HelpLine through our current Benefits Administrator and would want this customer service to continue. All questions or concerns, as they arise, from our nearly 8,000 benefits-eligible employees will be directed to the Benefits Administrator/Consultant to answer/address on the District's behalf. This has typically required between five and seven support staff of the Benefits Administration consulting firm.

Number 12. "Attend periodic meetings to facilitate and assist in the management of the District's health benefit plans and programs; to include interaction with the Health Care Authority (HCA) on new developments and issue resolution."

The Benefits Administrator will be required to meet with School District management staff as part of the benefits team on matters such as technological improvements, open enrollment planning, and for consultation purposes. In addition, they will attend HCA Stakeholder meetings and any legislative events that require District representation.

Number 15. "Inform the District of any pertinent legislative changes that change benefits administration requirements. Ensure rate changes are communicated and implemented by the District in a timely manner."

There are numerous laws governing School Employees Benefits Board (SEBB) benefits. The Benefits Administrator will be required to be fully up-to-date with past legislation affecting benefits of school employees (such as McCleary v. State of Washington), stay abreast of new benefits-related laws and provide consultation on the interpretation and requirements of these laws. Rate changes to benefits are approved via legislation and

require implementation. Any legislative action affecting benefits must be identified by the Benefits Administrator and communicated to the District, to ensure implementation and compliance in a timely manner.

**Question No. 10:** Regarding item #17 on page 8 of the RFP. Payroll deductions and adjustments (would this be accomplished through EDI feeds?

Answer: The Benefits Administrator will have access to the District's SAP system of record and will be responsible for ensuring the appropriate deductions are withheld from employee paychecks. These deductions are uploaded via the HCA's billing file directly into SAP and need to be reconciled with enrollment records in SAP and SMA. There is a reconciliation report for this purpose and other reporting capabilities within both SAP and SMA to enable identification of discrepancies. The Benefits Administrator will have access to making changes to deductions to ensure accurate premium deductions are occurring in employee paychecks.

**Question No. 11:** Regarding item #19 on page 8 of the RFP. What type of interfaces are being requested?

Answer: The Benefits Administrator will be given appropriate credentials for logging into SAP. Training will be provided to run interfaces to send employee enrollment information directly to providers; upload data into SAP, and verify data sent from SAP to SMA in the automated nightly transfer. In addition, training will be provided on how to run reports used for reconciliation and validation purposes with the goal of ensuring accuracy of benefits administration ultimately affecting employee pay.

END OF ADDENDUM NO. 1

Nancy Milgate

Janus mugate

Contracting Services Manager

# SERVICES CONTRACT GENERAL CONDITIONS (SHORT FORM)

#### ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 1.1 <u>Services</u>. Contractor shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "<u>Services</u>."
- 1.2 <u>Manner of Performance</u>. Contractor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Services.
- 1.3 <u>District's Representatives</u>. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Contractor under this contract.
- 1.4 <u>Correction of Noncompliances</u>. Contractor shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.
- 1.5 <u>Contractor's Personnel</u>. All personnel employed by Contractor engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Contractor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Contractor of responsibility for such person. If any personnel are reassigned or replaced by Contractor upon District's request, Contractor shall replace them with personnel approved by District.
- 1.6 <u>Contractor Employee Background</u>. Pursuant to RCW 28A.400.330, Contractor shall prohibit from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Vendor shall furnish records to confirm compliance with this section prior to commencing work. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

#### 1.7 <u>Compliance with Laws</u>

1.7.1 <u>General</u>. Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities. Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

#### 1.7.2 <u>Nondiscrimination</u>.

- A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.
- B. During the term of this Agreement, Contractor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, including gender expression or identity, marital status, age or the presence of any sensory, mental or physical handicap.
- C. Any contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject

to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

- 1.7.3 <u>Warranty of Accessibility</u>. If services include the provision of technology related products, Contractor warrants the following:
- A. The system and services provided to the District will comply with all local, state, and federal laws, regulations and relevant regulatory guidelines. Contractor further agrees that the system and services provided to the District will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Contractor will furnish such documents and information as may be reasonably requested by the District to evidence Contractor's compliance with the terms of this agreement.
- B. Contractor will use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to the District under this agreement, such system and services will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA; provided, however, that Contractor will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. If Contractor cannot ensure WCAG compliance for a portion of its services, Contractor will detail how it will support the District in providing equally effective alternate access for nonconforming web content and software and unusable equipment, devised, and hardware.
- C. Contractor will conduct an accessibility test using an independent third party automated software system or a method otherwise mutually agreeable to the parties, to determine the compliance of the products and services provided to the District under this agreement with all accessibility laws and protocols, including the WCAG, as amended.
- 1.7.4 <u>Student User Privacy</u>. Contractor agrees to comply with the Student User Privacy in Education Rights Act ("Super Act" a Washington State law on student privacy) if the provisions of SUPER Act apply to the school services provided by the Contractor to the District. School service means a website, mobile application, or online service that: (a) Is designed and marketed primarily for use in a K-12 school; (b) is used at the direction of teachers or other employees of a K-12 school; and (c) collects, maintains, or uses student personal information. A "school service" does not include a web site, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if also marked to a United States K-12 school.
- Confidential Student Information. Contractor understands and agrees that any educational records received 1.7.5 from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Contractor further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure in connection with the performance of its obligations under this Agreement (provided that the party to whom such information is disclosed is subject to confidentiality restrictions) or under an applicable law or court order. Contractor shall not be permitted to sell such information and must seek permission from District before including such information that is identifiable to the school or district. Contractor agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is expressly permitted in this section or required by law. Upon termination or expiration of this Agreement for any reason, contractor shall either return or permanently delete and destroy all confidential student information. Contractor will confirm its destruction or return confidential student information in writing at the request of the District. For the avoidance of doubt, this section does not create any obligations for Contractor with respect to information that is not in Contractor's control. The unauthorized or unlawful disclosure of student records by Contractor is just cause for the District to immediately terminate this Agreement.

#### **ARTICLE 2 - PAYMENTS TO CONTRACTOR**

The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Contractor's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District.

District shall pay each of Contractor's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

#### **ARTICLE 3 - REIMBURSABLE EXPENSES**

As shown in contract.

#### ARTICLE 4 - CONTRACTOR'S ACCOUNTING RECORDS

The Contractor's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

Contractor shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide District access to (and District shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services or this Agreement.

#### **ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS**

- 5.1 <u>District Ownership.</u> All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.
- 5.2 <u>License</u>. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this Agreement. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this Project.
- 5.3 <u>Nondisclosure</u>. Contractor shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Contractor prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Contractor; or (c) the information is obtained by Contractor from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Contractor shall obtain from its employees, subcontractors and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Contractor's rights.

#### ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

Release and Indemnification. Contractor releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Contractor; Contractor's subcontractors or subcontractors; the directors, officers, employees or agents of Contractor or any of its subcontractors or subcontractors;

or anyone acting on Contractor's behalf in connection with the Services or this Agreement. However, Contractor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting from the negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Contractor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. Contractor further agrees that this waiver has been mutually negotiated by the parties.

- 6.2 <u>Workers' Compensation</u>. Contractor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.
- Patent; Copyright. Contractor releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Contractor shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District.

#### ARTICLE 7 – INSURANCE AND BONDS

#### 7.1 General Provisions.

- A. Contractor shall, at its sole cost and expense, with respect to Contractor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Contractor and its subcontractors maintain in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Prior to commencing the Work, Contractor shall furnish to Owner assurance and evidence acceptable to Owner of coverage or insurance with respect to all persons performing the Work in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).
- B. Without limiting the generality of paragraph (a) above, Contractor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in Work on this Project under this Contract. In case any such Work is subcontracted, Contractor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Work. In case any class of employees engaged in hazardous work under this Contract and the site of the Project is not protected under the above Washington State Industrial Insurance Act, or "stop-gap" insurance, Contractor shall provide and shall cause each subcontractor to provide compensation insurance and employer's liability insurance with a private insurance company.
- C. Prior to the commencement of performance of the Work, Contractor shall, at its sole cost and expense, secure such liability insurance as will protect Contractor, its employees, officers, representatives and agents, Owner and Owner's Representative, from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Contractor's operations or performance of Contractor's obligations under this Contract, whether such performance is by Contractor or any of its Support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to Owner.

- 7.2 <u>Contractor's Liability Insurance</u>. Contractor shall, at its own expense, secure and maintain Commercial General Liability Insurance including Products and Completed Operations; Broad Form Property Damage; Stop Gap; Contractual Liability (and Collapse, Explosion and Underground). Without limiting the generality of the foregoing, such insurance shall protect Owner, Owner's Representatives, Construction Manager, Architect/Engineer and Contractor from the following claims which may arise out of, result from or relate to Contractor's operation or performance under the Contract:
- A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- D. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- E. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and
- F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an "occurrence" and not "claims-made" form. The insurance required by 7.2 shall include contractual liability insurance applicable to Contractor's indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to Owner.

7.3 <u>Limits of Liability</u>. The liability insurance required herein shall be written for not less than that stated in these Contract Documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers' compensation, limits shall be project specific and dedicated to work performed under this Contract, unless otherwise agreed to by Owner. The amounts of insurance shall not be less than:

workers' compensation statutory employer's liability \$1,000,000 each accident (stop gap) \$1,000,000 disease-policy limit \$1,000,000 each employee commercial general liability (per occurrence/aggregate) bodily injury and property damage \$1,000,000/\$2,000,000 personal and advertising injury \$1,000,000/\$2,000,000 products and completed operations \$1,000,000/\$2,000,000 fire legal liability \$100,000 automobile liability (owned, non-\$1,000,000 per occurrence owned, leased or hired) umbrella/excess coverage \$2,000,000 per occurrence professional liability \$1,000,000 each occurrence

- 7.4 <u>Coverage Period</u>. Contractor or its Subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Contractor's obligations under this Contract have been fully performed, all of the Work has been fully accepted by Owner and all operations of Contractor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Work have been concluded; and (b) in the case of completed operations and products liability insurance, until the expiration of one (1) year after all of Contractor's obligations under this Contract have been fully performed.
- 7.5 <u>Certificates of Insurance</u>. Prior to the execution of the Contract (or within such further time as Owner may allow in writing), Contractor shall deliver to Owner Certificates of Insurance in a form acceptable to Owner as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this Project and its address, and shall evidence the Owner and Owner's Representatives, if any, as insureds or additional insureds. These certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to Owner and additional insureds. Contractor shall also furnish Owner with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as Owner may from time to time request. The certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to Owner.
- 7.6 Renewal, Termination, Cancellation, Expiration, and Alteration. In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Contract, Contractor shall deliver to Owner a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to inception of any such coverage.
- Additional Insureds; Right of Subrogation. Contractor shall ensure that any policies of insurance that Contractor or any of its subcontractors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Work or this Contract shall name Owner and Owner's Representatives as additional insureds and include a waiver of the insurer's right of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative. To the extent permitted by its insurance policies, Contractor hereby waives its rights of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative.
- 7.8 <u>No Limitation</u>. The requirements of this Contract as to insurance and acceptability to Owner of insurers and insurance to be maintained by Contractor and its Support are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 7.9 Owner's Right to Maintain Insurance. If Contractor or any of its subcontractors fails to maintain the insurance coverage as required by this Part 2, Owner may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and Owner may charge to or otherwise recover from Contractor (e.g., by offset against any amounts due or which may become due Contractor under this Contract), the cost of such insurance.

#### **ARTICLE 8 – CHANGES**

- 8.1 <u>Notice</u>. District may at any time, by written notice thereof to Contractor, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Contractor shall, within ten (10) days after receipt of notice of any change which Contractor believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.
- 8.2 <u>Adjustment</u>. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this

Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change.

#### **ARTICLE 9 - TERMINATION OF THIS AGREEMENT**

- 9.1 Termination of Agreement by District for Cause.
- 9.1.1 If Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the provisions of this Agreement, or if Contractor becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Contractor shall have the right to cure the default.
- 9.1.2 Whether or not this Agreement is so terminated, Contractor shall be liable to District for any damage or loss resulting from such failure or violation by Contractor described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.
- 9.1.3 District shall be liable to Contractor for Contractor's just and equitable compensation for any satisfactory services completed, but in no event, shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. District may withhold payments to Contractor equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Contractor is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by Contractor as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 10.2, and the rights of the parties shall be determined accordingly.
- 9.2 <u>Termination for Convenience by District.</u> District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Contractor in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

#### **ARTICLE 10 – MISCELLANEOUS**

- 10.1 <u>Time</u>. Time is of the essence with regard to performance of this Agreement.
- 10.2 <u>Subcontracting</u>. Except for any services to be performed by subcontractors specified in Section 01100, Summary of Work, Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.
- 10.3 <u>Independent Contractor</u>. Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.
- Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

#### Exhibit D

- 10.5 <u>Assignment</u>. Neither District nor Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 10.6 <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Contractor.
- 10.7 <u>Applicable Law; Venue.</u> This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.
- 10.8 <u>Debarment</u>. Contractor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Contractor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contracts from receiving future contracts with SPS.
- 10.9 <u>Cooperation with District Auditor and State Auditor</u>. Contractor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Contractor relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

#### A Proposal To:

#### **Seattle Public Schools**

for

## **Employee Benefits Administration and Consulting Services**

Section 12:

**Cost Proposal** 



#### Exhibit E

Currently the District pays SIG \$5.50 per employee per month, plus the cost of postage. SIG and the District made this agreement in August 2019 recognizing that the total number of benefits-eligible employees under the SEBB program was not yet certain, and that the volume of mail to be required by SEBB program administration was unknown. Based on current eligibility (7,793 employees) and anticipated mailing costs through the end of the year, we expect the total cost of outsourced benefits administration for 2020 will be \$509,000.

As the District is aware, administration of the SEBB program has proven to be significantly more work than anticipated. Though agreed upon with the best of intentions and hope for the future, our current annual compensation was for a one-year contract and is insufficient to sustain current operations. To meet the needs of SPS employees in 2020, we have reallocated existing SIG staff and have brought in additional team members to supplement our longstanding SPS admin team. As of the date of this proposal, SIG has five full time employees dedicated to benefits administration, with more standing by for anticipated overflow during the upcoming Open Enrollment period for 2021 benefits. In addition, HCA has told us that they will not be printing Open Enrollment materials for any SEBB employees next year, which we expect will increase the printing and mailing costs associated with benefits administration.

SPS has requested that bidders propose a flat annual fee to encompass all benefits administration and consulting services, rather than a per employee fee. Our proposed fee for 2021 would allow us to sustain current service levels while continuing to work collaboratively with the District on future enhancements. It encompasses the costs of our expert consultation, administration, and the anticipated increase in mailing costs. Future proposed increases take into consideration expected future costs and anticipate the usual increase in the number of benefits eligible employees year over year.

Proposed annual fee for 2021: \$650,000 Proposed annual fee for 2022: \$682,500 Proposed annual fee for 2023: \$716,625

We would prefer to bill and be paid by SPS in monthly installments, with the first payment due February 1, 2021. SIG's proposed monthly fees are equal to approximately 0.6% of the \$8.5M that SPS pays to the Health Care Authority each month for premiums.

Should SPS elect to continue its relationship with SIG, no start-up or additional training costs would be incurred by SPS to maintain current operations. We are of course open to discussions regarding our proposed fees, keeping in mind that our common goal is to maintain the current good service that District employees and their families have come to expect, while working forward together in a thoughtful manner to enhance efficiencies and employee experiences.



# **Seattle Public Schools Contractor Network Account Request Form**

This form is not to be used for staffed district employees. If hired through HR, including contractors, the account will be automatically created once HR has entered your information. They can be reached at 206-252-0377.

*Required Fields: All fields with aster	isks must be filled in	Date:
Previous SPS email address, if applica	ble:	@seattleschools.org
*Last Name:		dle Initial: o legal middle name put "N/A")
*First Name:		
*Home Zip Code:		
*Date of Birth:		
*Personal Email Address:		
*Department/School:		
Mail Stop: District Pho		
*Effective Start Date:		
For other questions, contact the TechLine	@ 252-0333 or techticket@seattlesd	chools.org.
<b>REMINDER:</b> This form will result in creation of a netwo will not result in an account for specific ap		
To apply for these once you have your net <a href="http://mysps.seattleschools.org/ServiceCa">http://mysps.seattleschools.org/ServiceCa</a> the tab marked "Software and Business Apaccess, training and reference materials.	atalog, then click on the button labe	led with your role and click
Important: The Seattle School District Ne and signed. The account cannot be processignature on the Network Use/Access Agree	sed without the Principal or Manage	
	and send to <u>TechTicket@seattles</u> ith the Network Use Agreement	
*Principal/Manager approval: REQUEST	S WILL <u>NOT</u> BE PROCESSED WITHOUT P	ROPER AUTHORIZATION
<b>Signature</b> of Principal/Manager	E-mail address of Principal/Ma	
*By signing below, the applicant agre	es to the attached Network Use	/Access Agreement:
Signature of applicant	<b>Printed name</b> of Applicant	Date
<del>-</del>		

#### Seattle Public Schools Network Use/Access Agreement

#### All Staff must read and sign on page one to acknowledge

The Seattle School District is pleased to offer its employees access to the District's computer network, which includes word processing, electronic mail, enterprise systems, and Internet services. The purpose of District computers and access to the network is to support educational objectives and job responsibilities. All information and services contained on District computers are placed there solely for job related functions. Access to the network is a privilege—not a right—and it may be revoked by the District at any time. For purposes of this use agreement, vendors and independent contractors are considered SPS employees.

The District has the right to review any material stored in a District computer or accessed through the network, including but not limited to email. The District also has the right to edit, remove, or copy any material installed, used, stored, or distributed on or through the District's network or system, which includes the copying of emails sent or received through a District computer. Files stored or materials accessed through the network are not private. The waiver of privacy does not mean that network users or the District waives confidentiality rights with respect to materials that are subject to statutory or common law privileges (e.g., attorney-client, FERPA, medical records) or not subject to disclosure as public records.

The District does not warrant the functions of the Internet service or that any of the networks accessible through the Internet service will meet any specific requirements an employee may have, or that the Internet service will be error free or uninterrupted. Nor shall the District or any administrators be liable for any direct or indirect, incidental, or consequential damages sustained or incurred in connection with the use, operation, or inability to use the network.

#### The following conduct is prohibited on the District network:

- 1. Transmitting or accessing obscene, pornographic, graphically violent, or sexually inappropriate material or pictures for a non-educational purpose;
- 2. Using obscene, graphically violent, or sexually inappropriate language for a non-educational purpose;
- 3. Engaging in practices that may harm or destroy data on any system or on the network or disrupt the operation of the network;
- 4. Installing, storing, or distributing copyrighted software or materials in violation of copyright law;
- 5. Supporting or opposing a political candidate, an election campaign, or a ballot proposition, including a school levy;
- 6. Sharing computer authorization, including your password, with any person, except to an authorized network administrator.
- 7. Transmitting or accessing material that discriminates against, harasses, defames, or insults another person, which includes sending or receiving sexually explicit, racial, or gender inappropriate jokes or messages;
- 8. Using the network to violate District policies;
- 9. Encrypting communications to avoid District review;
- 10. Intentional and unauthorized access in another person's folders or work files;
- 11. Using the network for illegal activities (e.g., sale of drugs, bomb making, or computer "hacking"); and
- 12. Using District computers or the network for non-District approved commercial purposes, including a private or personal business or consulting practice.
- 13. Tampering with or disabling any District installed security software such as Anti-Virus, Security Updates Services, Screen-Saver timeout/locks, etc.

#### **Confidential or Sensitive Data**

Additionally, SPS employees will maintain the confidentiality of all protected information to which they have access, including student and personnel information.

SPS employees shall comply with all applicable laws and regulations pertaining to the release of student information, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g, and District policies and procedures.

SPS employees using electronic or printed confidential or sensitive information should exercise reasonable care in its use, storage, and destruction. It is the individual's responsibility to prevent unauthorized access to confidential data and to prevent dissemination beyond the scope of its original purposes. Immediately report any known or suspected data breaches to the District.

External requests for the disclosure of student and sensitive data shall not be released without authorization and shall be routed through proper channels for approval and delivery.

Reasonable security precautions and protections should be used to ensure that unauthorized persons do not gain access to the data.

#### Prohibited practices that undermine confidentiality include, but are not limited, to the following:

- 1. Leaving your computer unattended while student information is visible on the screen or otherwise inappropriately accessible.
- 2. Sharing personally sensitive / confidential data with unauthorized individuals
- 3. Failing to exercise reasonable care in student data use, storage, and appropriate destruction
- 4. Saving and/or exchanging student data via non-district supported cloud services, such as DropBox, is NOT allowed. Student data may be saved and/or exchanged on district-supported cloud resources such as OneDrive for Business and SharePoint.
- 5. Retaining sensitive/confidential information longer than necessary for specific work related task or purpose
- 6. Intentionally releasing sensitive or private information via printed listings (including rosters) or through viewing of access screens in an attempt to circumvent controls

#### Mobile Devices, Personal Devices, and Remote Access

The access, use, and storage of any SPS provided data, system, or resource on a mobile device, a personal device, or using any form of remote access is subject to all of the terms, practices, and requirements of this Network Use Agreement. This includes, but is not limited to, use of cell phones for e-mail access, active sync e-mail access on a mobile device, VPN or other remote access methods, Direct Access functionality of Windows, using a personally owned computer or other device for SPS work, and use of any SPS computing resources from a non SPS location.

By configuring e-mail on a mobile device such as a cell phone, using ActiveSync or other mail clients, due to privacy and public information data contained in e-mail, you agree to notify SPS if the device is stolen, lost, or infected with a virus or malware by calling the TechLine at 206-252-0333. All data on the device will be remotely wiped, including all messages, contacts, calendar, pictures, etc. and the device will be reset to the factory default state. Once erased, the employee should also contact their carrier to disable cellular phone service and prevent unauthorized phone use. In the event SPS determines that the data on a mobile device poses a security risk to the District, SPS reserves the right to notify the user and remotely wipe the device.

#### **Signature**

The above list is not exclusive and the District is the sole arbiter of what conduct is inappropriate and thus prohibited on the network. A network administrator will report inappropriate conduct to an employee's supervisor and to human resources so that appropriate disciplinary action may be taken. Any other reports of inappropriate behavior, violations, or complaints will be routed to the employee's supervisor or to human resources so that appropriate disciplinary action may be taken.

Engaging in prohibited or inappropriate conduct may result in the loss of access to the network as well as other disciplinary action up to and including termination of employment. When applicable, law enforcement agencies may be involved.

In consideration for the privilege of using the District's network or other computer services, I grant the District permission to monitor my activities on the network and I hereby waive any right to privacy which I may otherwise have in such materials. I have also read and understand the above Network Use/Access Agreement. I acknowledge and agree to all the conditions set forth in this document.

SIGN ON PAGE 1
Include both pages of this agreement with signed form

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Busin	ess Associate Agreement ("Agreement") is entered into by and betweer
Seattle School Dist	rict No. 1 ("Covered Entity") and Sprague Israel Giles, Inc. ("Business
Associate"), as of	("Effective Date").

#### **RECITALS**

WHEREAS, the parties have entered into or may enter into one or more services agreements, written or oral (collectively, "Services Agreements"), whereby Business Associate provides services to Covered Entity, and Business Associate may create, receive, maintain, transmit, or have access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations ("CFR") Parts 160, 162, and 164 ("Privacy Regulations" and "Security Regulations");

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure or use of Protected Health Information by or to Business Associate if such a contract is not in place;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### I. DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in HIPAA, HITECH, and any current and future regulations or official guidance promulgated under HIPAA or HITECH.

- 1.1 "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.
- 1.2 "Business Associate" shall mean Sprague Israel Giles, Inc. Covered Entity.
- 1.3 "Covered Entity" shall mean Seattle Public Schools' Health Plans under the School Employees Benefits Board (SEBB) provisions.

- 1.4 "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
- 1.5 "**Disclose**" and "**Disclosure**" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.6 "Electronic Protected Health Information" or "EPHI" means the subset of PHI that is transmitted by electronic media or maintained in electronic media.
- 1.7 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and the regulations promulgated thereunder by the Secretary.
- 1.8 "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.
- 1.9 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations of an information system.
- 1.10 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Business Associate's internal operations.
- 1.11 "Unsecured PHI" shall have the same meaning as the term "Unsecured protected health information" in 45 C.F.R. 164.402.

#### **II. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 **Permitted Uses and Disclosures of PHI.** Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or

services for, or on behalf of, Covered Entity for the purposes set forth in the Services Agreements, if such use or disclosure of PHI would not violate the Privacy Regulations if done by the Covered Entity. Business Associate agrees not to use or further disclose PHI other than as permitted or required by the Services Agreements, this Agreement, or as required by law.

- 2.2 **Adequate Safeguards for PHI.** Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement.
- 2.3 Adequate Safeguards for EPHI. Business Associate warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 2.4 **Reporting Non-Permitted Use, Disclosure, or Breach.** Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in 2.4.2. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in 2.4.2. A Breach shall be treated as discovered as of the first day on which such Breach is known to Business Associate, other than the individual committing the Breach, or should reasonably have been known to Business Associate to have occurred.
  - a. Notice shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach by Business Associate.
  - b. Notice of a Breach shall include, to the extent possible the following:
    - (i) Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.
    - (ii) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
    - (iii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).
    - (iv) The steps Individuals should take to protect themselves from potential harm resulting from the Breach.
    - (v) A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.

- (vi) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in the same manner as provided under 45 CFR 1 64.528(a)(2).
- d. Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.4.2, unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Business Associate and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.4.2., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall timely notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to and Amendment of PHI. Within ten (10) business days of receiving a request from the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Business Associate shall provide such access and incorporate such amendments within the time and in the manner specified by Covered Entity.
- 2.7 **Accounting of Disclosures.** Within ten (10) business days of receiving a request from the Covered Entity, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors. Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the services contemplated by this Agreement when such Disclosures are for the purposes of the Covered Entity's treatment, payment or health care operations.

Any accounting provided by Business Associate under this Section 2.7 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.7,

Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

- 2.8 **Use of Subcontractors and Agents.** Business Associate shall ensure that any subcontractors that create receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI.
- 2.9 **Covered Entity Obligations.** To the extent the Business Associate carries out Covered Entity's obligations under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to the Covered Entity in the performance of such obligations.

#### **III. TERM AND TERMINATION**

- 3.1 **Term and Termination.** The term of this Agreement shall be the term of the Services Agreements. If either party commits a material breach of this Agreement, the non-breaching party may terminate this Agreement by giving written notice to the breaching party at least ten (10) days prior to such termination, which notice shall describe with reasonable particularity the nature of the breach. If the breaching party does not cure the breach within the period specified in the notice, but not less than ten (10) days, the non-breaching party may terminate this Agreement immediately. Business Associate's obligations under Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, and 4.6 of this Agreement shall survive the termination or expiration of this Agreement.
- 3.2 **Disposition of PHI upon Termination or Expiration**. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

#### **IV. GENERAL TERMS**

- 4.1 **Data Ownership**. Business Associate acknowledges and agrees that Covered Entity owns all rights, interests, and title in and to its data, including all PHI, and title shall remain vested in Covered Entity at all times.
- 4.2 **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

- 4.3 **Indemnification.** Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of, or in connection with (a) any misrepresentation, breach, or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; and (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Agreement.
- 4.4 **Amendment.** This Agreement may be amended from time to time to incorporate any revisions necessary to assure ongoing compliance with the requirements of the Privacy Regulations, the Security Regulations, the HITECH Act and any other state and federal law. This Agreement may be modified or amended at any time, without amendment of the Services Agreements.
- 4.5 **HITECH ACT Requirements**. The additional requirements of Title XIII of the HITECH Act that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby incorporated into this Agreement.
- 4.6 **Independent Contractor.** Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed or words spoken by either party with respect to any third party shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk, and the other shall not be obligated in any way therefore except as specifically provided for herein to the contrary. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.
- 4.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together will constitute one and the same instrument. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, will be the same as delivery of an original.

**WITNESS WHEREOF,** the parties hereto have executed this Agreement effective as of the Effective Date.

Business Associate:	Covered Entity:
Sprague Israel Giles, Inc.	Seattle School District No. 1
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: