

**SAN MATEO COUNTY  
SCHOOLS  
INSURANCE GROUP**

**AGENDA Packet**

**May 22, 2025**

**9:00 a.m.**

**JPA BOARD MEETING**



**SAN MATEO COUNTY SCHOOLS  
INSURANCE GROUP**

*—A Public Entity—*

1791 Broadway  
Redwood City, CA 94063



**This meeting agenda shall be posted at the address of the Zoom teleconference locations shown below with access for public via phone.**

**Bayshore Elementary School District**  
155 Oriente Street Daly City, CA 94014

**Belmont-Redwood Shores School District**  
2960 Hallmark Dr. Belmont, CA 94002

**Brisbane School District**  
1 Solano St. Brisbane, CA 94005

**Burlingame School District**  
1825 Trousdale Dr. Burlingame, CA 94010

**Cabrillo Unified School District**  
498 Kelly Ave. Half Moon Bay, CA 94019

**Hillsborough City School District**  
300 El Cerrito Ave. Hillsborough, CA 94010

**Jefferson Elementary School District**  
101 Lincoln Ave. Daly City, CA 94015

**Jefferson Union High School District**  
699 Serramonte Blvd. Suite 100.  
Daly City, CA 94015

**La Honda-Pescadero Unified School District**  
360 Butano Cut Off. Pescadero, CA 94060

**Las Lomas School District**  
1011 Altschul Ave. Menlo Park, CA 94025

**Menlo Park City School District**  
181 Encinal Ave. Atherton, CA 94027

**Millbrae School District**  
555 Richmond Dr. Millbrae, CA 94030

**Pacifica School District**  
375 Reina Del Mar Ave. Pacifica, CA 94044

**Portola Valley School District**  
4575 Alpine Road. Portola Valley, CA 94028

**Ravenswood City School District**  
2120 Euclid Ave. East Palo Alto, CA 94303

**Redwood City School District**  
750 Bradford St. Redwood City, CA 94063

**San Bruno Park School District**  
500 Acacia Ave. San Bruno, CA 94066

**San Carlos School District**  
1200 Industrial Rd. Suite 9  
San Carlos, CA 94070

**San Mateo-Foster City School District**  
1170 Chess Dr. Foster City, CA 94404

**San Mateo Union High School District**  
650 N. Delaware St. San Mateo, CA 94401

**Sequoia Union High School District**  
480 James Ave. Redwood City, CA 94062

**Woodside Elementary School District**  
3195 Woodside Rd. Woodside, CA 94062

**Alliant Insurance Services**  
2180 Harvard St, Suite 460  
Sacramento, CA 95815

**Intercare Insurance**  
Rocklin, CA

**James Marta & Company**  
701 Howe Avenue, Suite E3  
Sacramento, CA 95825



**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**  
**JPA BOARD MEETING**  
 May 22, 2025  
 9:00 a.m.

**SMCSIG Office & Zoom**  
 Redwood City, CA

**AGENDA**

<u><b>PUBLIC SESSION</b></u>	<b>ITEM TYPE</b>	<b>PAGES</b>
<b>A. Call to Order</b>		
<b>B. Adoption of Agenda</b>	Action	3-4
<b>C. Closed Session</b>		

“THE BOARD OF DIRECTORS WILL NOW BE MOVING INTO CLOSED SESSION. MATTERS TO BE DISCUSSED ARE THOSE PERMITTED BY GOVERNMENT CODE SECTIONS 54956.9, 54956.95, 54987, AND 54957.6 – PERSONNEL & LITIGATION.”

**D. Public Comments**

At this time, members of the public may address the Board of Directors regarding any item within the subject matter jurisdiction of the Board, provided that NO action may be taken on off-agenda items unless authorized by law. Comments shall be limited to five minutes per person and twenty minutes for all comments, unless different time limits are set by the Chairperson and subject to the approval of the Board.

<b>E. Approval of Minutes</b>	Action	5-7
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The Consent Agenda includes routine items of business which, in the opinion of the administration, are either self-explanatory or routine enough not to require explanation by the administration or discussion by the Executive Committee.

<b>F. Consent Agenda</b>	<b>ITEM TYPE</b>	<b>PAGES</b>
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Executive Committee members or the public wishing any items deleted from the Consent Agenda should so indicate at the time the Consent Agenda is adopted.

1. Contracts	Consent	
a. ACSIG Dental Agreement		8-20
b. ACSIG Vision Agreement		21-41
c. PBIA Vision Agreement		42-50
d. BCC Agreement		51-60
e. Strategic Planning Contract		61-71

<b>G. Executive Director's Report</b>	<b>ITEM TYPE</b>	<b>PAGES</b>
1. Workers Compensation Analysis <i>Ritesh Sharma</i>	Information	72-75
2. Loss Control Update <i>Don Freeman and Anthony Poston</i>	Information	76-96
3. Property/Liability 5 year update <i>Ritesh Sharma</i>	Information	97-100
4. Liability Claims Lesson Learned <i>Tasha Lane</i>	Information	101-110
 <b>H. Administration of the Organization</b>	 <b>ITEM TYPE</b>	 <b>PAGES</b>
1. Elections <i>Tom Ledda</i>	Action	111
2. Structured Equity Utilization Statement <i>Ritesh Sharma</i>	Action	112-122
3. Recommend 25/26 WC Rates <i>Ritesh Sharma</i>	Action	123-126
4. Recommended 25/26 Property/Liability Rates <i>Ritesh Sharma</i>	Action	127-132
5. Recommended 2026 Dental Rates <i>Christine Kerns and Katie Huddleston</i>	Action	133
6. Recommended 2026 Vision Rates <i>Christine Kerns and Katie Huddleston</i>	Action	134
7. Approval of Equity Utilization <i>Ritesh Sharma</i>	Action	135-136
8. Optum EAP Renewal <i>Christine Kerns and Katie Huddleston</i>	Action	137
9. Recommended Adoption 25/26 SMCSIG Budget <i>Ritesh Sharma</i>	Action	138-139
10. For the Good of the Order	Information	140
11. Meeting Calendar	Action	141

<p>In compliance with the Americans with Disabilities Act, Title II, SMCSIG will provide reasonable accommodations for persons with disabilities. If possible, please give three (3) days advance notice of any accommodation needs by calling Sherrill Ernest (650) 365-9180.</p>
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**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**  
**JPA BOARD MEETING**  
**Minutes of March 27, 2025**  
**SMCSIG Board Room/Zoom**  
**Redwood City, CA**

**PUBLIC SESSION: - 9:00 a.m. to 11:00 a.m.**

**Present**

Patrick Gaffney  
Amy Wooliever  
Roberta Zarea  
Aida Gamba  
Reece Matsumoto  
Mei Chan

**Others Present**

Sharon Vishwa  
Tom Ledda  
Tasha Lane  
Raya Estares  
Don Freeman

**Guests**

Ritesh Sharma  
Christine Kerns  
Katie Huddleston  
Cathy Huynh  
Ryan Neese  
Eddie Barfield  
Connie Ngo  
Cindy Wilkerson  
Michele Meadors

Roll call was taken.



**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD  
MEETING MINUTES  
March 27, 2025**

**Adoption of the Agenda**

Amy Wooliever moved to adopt the Agenda. Roberta Zarea seconded the motion.

Vote: Patrick Gaffney	Aye
Amy Wooliever	Aye
Roberta Zarea	Aye
Aida Gamba	Aye

Motion passed.

**Approval of Minutes**

Amy Wooliever moved to approve the minutes. Roberta Zarea seconded the motion.

Vote: Patrick Gaffney	Aye
Amy Wooliever	Aye
Roberta Zarea	Aye
Aida Gamba	Aye

Motion passed.

**SMCSIG CAJPA Accreditation Award**

Aida Wong Gamba moved to approve the SMCSIG CAJPA Accreditation Award. Aida Gamba seconded the motion.

Vote: Patrick Gaffney	Aye
Amy Wooliever	Aye
Roberta Zarea	Aye
Aida Gamba	Aye

Motion passed.

**Benefit Platform Vendor Approval**

Aida Wong Gamba moved to approve BCC as the benefit platform vendor. Roberta Zarea seconded the motion.

Vote: Patrick Gaffney	Aye
Amy Wooliever	Aye
Roberta Zarea	Aye
Aida Gamba	Aye
Reece Matsumoto	Aye
Mei Chan	Aye

Motion passed.

**Dental and Vision Program Approval**

Aida Wong Gamba moved to approve joining ACSIG's dental and vision program. Roberta Zarea seconded the motion.

Vote: Patrick Gaffney	Aye
Amy Wooliever	Aye
Roberta Zarea	Aye
Aida Gamba	Aye
Reece Matsumoto	Aye
Mei Chan	Aye

Motion passed.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Consent Agenda

**Action**

**Item Number:** F1.a

**Consent**

**Title:** ACSIG Dental Agreement

**Information**

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**Background**

Following the Board’s decision to transition to the Alameda County Schools Insurance Group (ACSIG) Joint Powers Authority (JPA) for dental plans effective January 1, 2026, ACSIG has provided an overarching agreement to outline the provision of these services to participating Member Districts.

The JPA has reviewed the proposed agreement and made the necessary adjustments to ensure alignment with the needs and interests of its Member Districts.

**Recommendation**

It is recommended that the JPA board approve the agreement as presented for the provision of dental services through ACSIG, effective January 1, 2026.

**EDUCATIONAL DENTAL GROUP ENTERPRISE (EDGE)  
SELF-FUNDED PARTICIPATION AGREEMENT**

Whereas, **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP** (hereinafter called “Participating Member”) has established a self-funded dental plan, and whereas Participating Member will be enlisting the services of Alameda County Schools Insurance Group (hereinafter called “ACSIG”) as a Participating Member of the Education Dental Group Enterprise (hereinafter called “EDGE”), and whereas Participating Member agrees that ACSIG/EDGE has entered into an Administrative Services Agreement with Delta Dental in order to provide eligibility data, forwarding of payments for rates, claims and administrative costs, and to act as a single contract source for all Participating Members who heretofore would have otherwise provided these services independently and directly to Delta Dental; therefore, Participating Member desires to enter into a Participation Agreement (Agreement) with ACSIG/EDGE, effective JANUARY 1, 2026 under the following terms and conditions:

**I. ACSIG/EDGE’S RESPONSIBILITIES**

ACSIG/EDGE shall have the following responsibilities during the term of this Agreement:

**A. Enrollment and Eligibility**

ACSIG/EDGE, or its designated entity, will be responsible for initial and subsequent enrollment of each Participating Member of ACSIG/EDGE consistent with the eligibility provisions of the Dental Care Service Contract (“Delta Contract”) issued to Participating Member. ACSIG/EDGE or its designated entity, will also provide Delta with a monthly list or tape of eligible employees of Participating Member on or before the 10th day of each month.

**B. Eligibility Listings**

ACSIG/EDGE, or its designated entity, will provide Participating Member with an individual listing of Enrolled Employees of Participating Member on, or about, the last day of the month covering eligibility for the following month.

**C. Payment to Delta**

ACSIG/EDGE will collect payment for Delta’s rates, claims and administrative charges and fees for ACSIG/EDGE’s administration services from Participating Members and remit a single payment for rates,

claims charges and administrative charges to Delta on a mutually agreed upon schedule.

- D. ACSIG/EDGE agrees to allow the Participating Member access to its books and records upon reasonable request.
- E. Representation to Delta Dental. ACSIG/EDGE will designate appropriate representatives to act as the contacts with Delta Dental for information dissemination.
- F. Continuing Administration. ACSIG/EDGE or its designated entity, will respond to all inquiries regarding enrollment and payment of charges.
- G. ACSIG/EDGE will be required to maintain errors and omissions coverage of not less than \$500,000.

## **II. PARTICIPATING MEMBER RESPONSIBILITIES**

### **A. Eligibility Listings**

Participating Member District will provide complete eligibility listings and enrollment information to ACSIG/EDGE or its designated entity, along with any necessary changes to employee status (additions, deletions, changes of family status) prior to the 20th day of the month prior to month for which the transactions are effective.

### **B. Payments for Rates, Claims and Administrative Services**

- (1) On a mutually agreed upon day, the Participating Member will transmit to ACSIG/EDGE the full amount of Dental Benefits Liability as determined by ACSIG/EDGE from Delta Dental's rates/claim payments report, plus the claims administration expense agreed to by Delta and ACSIG/EDGE, by check or by deposit, or by using other agreed upon methods, that will be deposited into the trust account designated by ACSIG/EDGE.
- (2) The Participating Member will pay for services of ACSIG/EDGE the amount shown in the fee Schedule attached hereto. ACSIG/EDGE will invoice the Participating Member on a combined basis with B.1. (above), or individually, and shall be paid by the 15th day of the month for which the enrollment applies. Each following month's invoice will reflect monthly activity including additions or deletions for the previous month's eligibility.

C. COBRA Eligible Members

Participating Member shall be responsible for its employees and/or dependents that may elect to maintain benefits under federal or state COBRA provisions. All letters, notifications, election forms and payment tracking required by COBRA and related laws, shall be provided by the Participating Member. Eligible COBRA employees and/or dependents shall be reported to ACSIG/EDGE in the same manner as other eligible employees, with the Participating Member maintaining the responsibility of tracking the various time limits of eligibility.

**III. COVERAGE SEGMENTS**

**A. Self-Funded Preferred Provider Organization (PPO) Pooled Segment**

**IV. TERM OF CONTRACT AND TERMINATION**

- A. The term of this Agreement shall commence on JANUARY 1, 2026 and continue through SEPTEMBER 30, 2026 or upon cessation of the ACSIG/EDGE contract with Delta Dental, whichever is earlier. The Agreement will renew for one year periods of time on OCTOBER 1<sup>st</sup> of each subsequent year subject to the cancellation provisions of the Agreement. Rates, claims and administration costs that are incurred during the term of this contract are the responsibility of the Participating Member.
- B. Either party may cancel this Agreement by giving 90 days written notice prior to the OCTOBER 1<sup>st</sup> renewal date to the other party without cause, or upon 30 days' notice if a breach of this agreement occurs and is unresolved within 15 days. Cause means a material breach of any provision of this Participation Agreement.
- C. Should either party fail to meet the financial obligation of this Agreement, either party may cancel this Agreement by giving five (5) days notice. Any such cancellation shall be made pursuant to the notice provisions of this Agreement.
- D. Participating Members will be given 30 days notice of a change in fee schedule.
- E. The withdrawing Participating Member must give a minimum of ninety (90) days written notice of intention to withdraw prior to the October 1<sup>st</sup> renewal date and is not eligible to again participate in the ACSIG/EDGE program. The lock-out provision may be waived by a vote of the ACSIG/EDGE Dental/Vision Committee.

## **V. FEES**

- A. The rates/fees as shown in Appendix I of this Agreement are guaranteed through the time period indicated in Appendix I or cessation of the contract between ACSIG/EDGE and Delta Dental, whichever is earlier.
- B. Appendix I to this Agreement is hereby incorporated into the Agreement and is to be made a part of the Agreement.

## **VI. INDEMNIFICATION AND DISPUTE RESOLUTION**

- A. The ACSIG/EDGE, who is an independent contractor, shall not be liable for the payment of any unpaid rates/claims or for denial of payment of any rates/claims under the Plan. It is understood and agreed that in the absence of gross negligence the ACSIG/EDGE will not be liable for any error in payment of rates/claims and while the ACSIG/EDGE will attempt to recover any such erroneous payment, it is not required to initiate legal process for recovery.
- B. The ACSIG/EDGE shall use ordinary care and reasonable diligence in the performance of its duties under this Agreement but shall not be liable for any mistake in judgment or other action taken in good faith. In the performance of its duties under this Agreement, the ACSIG/EDGE agrees to indemnify the Participating Member and hold it harmless against any and all loss, damage, and expense resulting from or arising out of the ACSIG/EDGE's gross negligence or dishonest, fraudulent or criminal acts. The ACSIG/EDGE shall maintain adequate errors and omissions coverage.
- C. The sole remedy for resolving any and all disputes arising with respect to or in connection with this Agreement, including any disputes regarding the cancellation or rescission of this Agreement, shall be arbitration as herein provided:
  - (1) All issues for arbitration shall be referred to three disinterested arbitrators, one being chosen by the ACSIG/EDGE one being chosen by the Participating Member and the third chosen by the aforesaid arbitrators. In the event that the first two arbitrators so chosen do not agree as to the third arbitrator within 30 days after both have been appointed as arbitrators, the third arbitrator shall be chosen by the American Arbitration Association. Should either party hereto fail to choose its arbitrator within 30 days after receipt of written notice from the other party requesting it to do so, the requesting party shall name both arbitrators

and they shall proceed in all respects as above stipulated. Each party shall present its case to the arbitrators within 30 days following the date of appointment of the third arbitrator.

- (2) The arbitrators shall consider this Agreement an honorable engagement rather than merely a legal obligation, and they are relieved of all judicial formalities and may abstain from following the strict rules of law. The decision and award of the majority of the arbitrators shall be final and binding upon the ACSIG/EDGE and the Participating Member. Judgment may be entered upon the award of arbitrators in any Court having jurisdiction.
- (3) The arbitrators shall be active or retired (i) insurance agents or (ii) officers of insurance companies, and not under the control or management of either party to this Agreement. Arbitration shall take place in San Francisco, California, unless the ACSIG/EDGE and the Participating Member agree otherwise. The United States Federal Arbitration Act applies to this Agreement.
- (4) Each party shall bear the expense of its own chosen arbitrator, and shall jointly and equally bear with the other the expense of the third arbitrator and of the arbitration. In the event that the two arbitrators are chosen by one party, as above provided, the expense of all the arbitrators and the arbitration shall be equally divided between the two parties.
- (5) This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

## **VII. GENERAL PROVISIONS**

- A. ACSIG/EDGE is and shall remain at all times an independent contractor with respect to the services being performed pursuant to this Agreement and shall not be considered or otherwise deemed to be an employee or agent of the Participating Member.
- B. This Agreement is legally enforceable solely between ACSIG/EDGE and Participating Member, and shall not be considered or otherwise deemed to create any rights or legal relationship between ACSIG/EDGE and any participant or beneficiary under the Plan.
- C. No waiver or modification of any terms of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach hereof shall not operate as a waiver of any

subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.

- D. This Agreement shall in all respects be governed by the laws of the State of California. Venue of any suit or other proceeding hereunder shall be properly placed in Alameda County and both parties waive any objection to venue of any such proceeding therein.
- E. If any action be brought by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, such reasonable attorneys' fees as the tribunal determining the action may award.
- F. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid or enforceable to the fullest extent permitted by law.
- G. Any notices or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given, upon being personally delivered, or two days after being placed in the United States mail, postage prepaid, addressed as follows: Alameda County Schools Insurance Group, P.O. Box 2487, Dublin, CA 94568.

VIII. IN WITNESS WHEREOF, the Participating Member, **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**, and Alameda County Schools Insurance Group have caused this Agreement to be signed by duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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SAN MATEO COUNTY SCHOOLS INSURANCE GROUP

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ALAMEDA COUNTY SCHOOLS INSURANCE GROUP

By: \_\_\_\_\_

Title: Jackie Kim, Executive Director

## **Appendix I**

### **Fee Schedule**

#### **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**

##### **SELF-FUNDED PPO DENTAL**

1. ACSIG/EDGE Eligibility Fee is \$0.50 for each employee per month of enrollment.
2. Delta Dental Administration Fee is 5.84% of paid claims.
3. Broker Fee is \$0.00 for each employee per month of enrollment.

These fees are guaranteed from JANUARY 1, 2026 to SEPTEMBER 30, 2026.

All fees, as established by ACSIG/EDGE and Delta Dental, are subject to change on OCTOBER 1<sup>st</sup> of each year, and will be guaranteed for a 12 month period of time. Participating Member will be invoiced for such fees in accordance with the provisions of the Participation Agreement.

## **Appendix II**

### **Ownership of Records**

Any employer and employee lists furnished by participating member to ACSIG/EDGE are the sole property of the participating member and will be provided to ACSIG/EDGE only for the purpose of adjudicating claims and gathering statistical data for underwriting and related purposes. All reports, documents and claims data prepared specifically for participating member in connection with this Agreement shall be the property of the participating member. ACSIG/EDGE agrees that its use of such data will be restricted to such purposes and that ACSIG/EDGE will gain no proprietary interest in said lists, reports, documents and claims data because of its use. In the event of the expiration or termination of this agreement, ACSIG/EDGE shall, upon request, return all files to participating member except as may otherwise be agreed to in writing.

## **Appendix III**

### **Conflict of Interest Code**

ACSIG/EDGE has adopted a Conflict of Interest Code, and formally reconsiders it prior to October 1 of all even numbered years, and oversees any required filings of the Statements of Economic Interest with the Fair Political Practices Commission or the designated filing agent. ACSIG/EDGE has a duty to disclose conflicts of interest including but not limited to other sources of Income and has a process to ensure the designated employees have disclosed any conflict of interests. The categories relative to the types of interests that must be disclosed are based upon the types of financial interests relevant to the ACSIG business, which is confined to providing various types of insurance coverage to local public entities.

## **Appendix IV**

### **Non-Claim Dispute Resolution**

The Participating Member and ACSIG/EDGE shall make reasonable efforts to settle non-claim disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, Participating Member and ACSIG/EDGE shall engage in arbitration in the manner agreed upon in Article V of the Agreement. The Participating Member and ACSIG/EDGE agree that each Party may specifically enforce this section. The matter will be submitted to a mutually agreed panel of arbitrators for a determination. In the event that arbitration is not initiated or does not result in the settlement of a dispute within 60 days after the demand for arbitration is made, the Participating Member or ACSIG/EDGE may pursue any remedies provided by law. This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

## **Appendix V**

### **HIPAA Responsibilities**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules apply to group health plans, health insurers, medical providers and hospitals, and healthcare clearinghouses as “covered entities” and govern a category of data called Protected Health Information (PHI).

ACSIG acknowledges that they are acting on behalf of the self-funded and fixed rate group dental and vision plans and has a duty to comply with HIPAA. Thus, for purposes of HIPAA compliance, ACSIG will act as the plan sponsor of the self-funded and fixed rate group dental and vision plans of its participating members. For insured plans, the insurer is responsible for HIPAA compliance.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Consent Agenda

**Action**

**Item Number:** F1.b

**Consent**

**Title:** ACSIG Vision Agreement

**Information**

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**Background**

Following the Board’s decision to transition to the Alameda County Schools Insurance Group (ACSIG) Joint Powers Authority (JPA) for vision plans effective January 1, 2026, ACSIG has provided an overarching agreement to outline the provision of these services to participating Member Districts.

The JPA has reviewed the proposed agreement and made the necessary adjustments to ensure alignment with the needs and interests of its Member Districts.

**Recommendation**

It is recommended that the JPA board approve the agreement as presented for the provision of vision services through ACSIG, effective January 1, 2026.



## **ACSIG VISION GROUP SELF-FUNDED PARTICIPATION AGREEMENT**

Whereas, **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP** (hereinafter called “Participating Member”) has established a self-funded vision plan, and whereas Participating Member will be enlisting the services of Alameda County Schools Insurance Group (hereinafter called “ACSIG”) as a Participating Member of the Vision Program and whereas Participating Member agrees that ACSIG has entered into an Administrative Services Agreement with VSP in order to provide eligibility data, forwarding of payments for claims and administrative costs, and to act as a single contract source for all Participating Members who heretofore would have otherwise provided these services independently and directly to VSP; therefore, Participating Member desires to enter into a Participation Agreement (Agreement) with ACSIG, effective JANUARY 1, 2026 under the following terms and conditions:

### **I. COVERAGE**

- A. Coverage under this program shall be identical to coverage being provided in the individual plans from which the district is transferring.
- B. A district may elect to alter their level of benefits. Should such changes result in an increase in the scope of coverage, ACSIG will adjust the premium rate to reflect this increased risk.

### **II. MEMBER RESPONSIBILITIES**

#### **A. Eligibility Listings**

Participating Member District will provide complete eligibility listings and enrollment information to ACSIG or its designated entity, along with any necessary changes to employee status (additions, deletions, changes of family status) prior to the 20th day of the month prior to month for which the transactions are effective.

#### **B. Payments for Claims and Administrative Services**

- 1. On a mutually agreed upon day, the Participating Member will transmit to ACSIG the full amount of Vision Benefits Liability as determined by ACSIG from VSP’s claim payments report, plus the claims administration expense agreed to by VSP and ACSIG, by check or by deposit, or by using other agreed upon methods, that will be deposited into the trust account designated by ACSIG.

2. The Participating Member will pay for services of ACSIG the amount shown in the fee Schedule attached hereto. ACSIG will invoice the Participating Member on a combined basis with B.1. (above), or individually, and shall be paid by the 15th day of the month for which the enrollment applies. Each following month's invoice will reflect monthly activity including additions or deletions for the previous month's eligibility.

C. COBRA Eligible Members

Participating Member shall be responsible for its employees and/or dependents that may elect to maintain benefits under federal or state COBRA provisions. All letters, notifications, election forms and payment tracking required by COBRA and related laws, shall be provided by the Participating Member. Eligible COBRA employees and/or dependents shall be reported to ACSIG in the same manner as other eligible employees, with the Participating Member maintaining the responsibility of tracking the various time limits of eligibility.

**III. PAYMENT TO VSP**

- A. ACSIG will collect payment for VSP's claims and administrative charges from Participating Members and remit a single payment for claims charges and administrative charges to VSP on a mutually agreed upon schedule.
- B. ACSIG agrees to allow the Participating Member access to its books and records upon reasonable request.
- C. Representation to VSP. ACSIG will designate appropriate representatives to act as the contacts with VSP for information dissemination.
- D. Continuing Administration. ACSIG or its designated entity, will respond to all inquiries regarding enrollment and payment of charges.

**IV. TERM OF CONTRACT AND WITHDRAWAL**

- A. The term of this Agreement shall commence on JANUARY 1, 2026 and continue through SEPTEMBER 30, 2026 or upon cessation of the ACSIG contract with VSP, whichever is earlier. The Agreement will renew for one year periods of time on OCTOBER 1<sup>st</sup> of each subsequent year subject to the cancellation provisions of the Agreement. Claims and administration costs that are incurred during the term of this contract are the responsibility of the Participating Member.
- B. Either party may cancel this Agreement by giving 90 days written notice prior to the OCTOBER 1<sup>st</sup> renewal date to the other party without cause, or upon 30 days notice if a breach of this agreement occurs and is unresolved within

15 days. Cause means a material breach of any provision of this Participation Agreement.

- C. Should either party fail to meet the financial obligation of this Agreement, either party may cancel this Agreement by giving five (5) days notice. Any such cancellation shall be made pursuant to the notice provisions of this Agreement.
- D. Participating Members will be given 30 days notice of a change in fee schedule.

## **V. DENTAL/VISION COMMITTEE**

- A. The Dental/Vision Committee shall be made up of members of the ACSIG Board of Directors and shall be responsible for matters relating to the administration and operation of the ACSIG program. The Committee shall be composed of a minimum of three representatives plus the ACSIG Executive Director.

## **VI. INDEMNIFICATION AND DISPUTE RESOLUTION**

- A. ACSIG, who is an independent contractor, shall not be liable for the payment of any unpaid claims or for denial of payment of any claims under the Plan. It is understood and agreed that in the absence of gross negligence the ACSIG will not be liable for any error in payment of claims and while the ACSIG will attempt to recover any such erroneous payment, it is not required to initiate legal process for recovery.
- B. ACSIG shall use ordinary care and reasonable diligence in the performance of its duties under this Agreement but shall not be liable for any mistake in judgment or other action taken in good faith. In the performance of its duties under this Agreement, ACSIG agrees to indemnify the Participating Member and hold it harmless against any and all loss, damage, and expense resulting from or arising out of ACSIG's gross negligence or dishonest, fraudulent or criminal acts. ACSIG shall maintain adequate errors and omissions coverage.
- C. The sole remedy for resolving any and all disputes arising with respect to or in connection with this Agreement, including any disputes regarding the cancellation or rescission of this Agreement, shall be arbitration as herein provided:
  - (1) All issues for arbitration shall be referred to three disinterested arbitrators, one being chosen by ACSIG one being chosen by the Participating Member and the third chosen by the aforesaid arbitrators. In the event that the first two arbitrators so chosen do not agree as to the third arbitrator within 30 days after both have been appointed as arbitrators, the third arbitrator shall be chosen by the American

Arbitration Association. Should either party hereto fail to choose its arbitrator within 30 days after receipt of written notice from the other party requesting it to do so, the requesting party shall name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall present its case to the arbitrators within 30 days following the date of appointment of the third arbitrator.

- (2) The arbitrators shall consider this Agreement an honorable engagement rather than merely a legal obligation, and they are relieved of all judicial formalities and may abstain from following the strict rules of law. The decision and award of the majority of the arbitrators shall be final and binding upon the ACSIG and the Participating Member. Judgment may be entered upon the award of arbitrators in any Court having jurisdiction.
- (3) The arbitrators shall be active or retired (i) insurance agents or (ii) officers of insurance companies, and not under the control or management of either party to this Agreement. Arbitration shall take place in San Francisco, California, unless ACSIG and the Participating Member agree otherwise. The United States Federal Arbitration Act applies to this Agreement.
- (4) Each party shall bear the expense of its own chosen arbitrator, and shall jointly and equally bear with the other the expense of the third arbitrator and of the arbitration. In the event that the two arbitrators are chosen by one party, as above provided, the expense of all the arbitrators and the arbitration shall be equally divided between the two parties.
- (5) This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

## **VII. GENERAL PROVISIONS**

- A. ACSIG is and shall remain at all times an independent contractor with respect to the services being performed pursuant to this Agreement and shall not be considered or otherwise deemed to be an employee or agent of the Participating Member.
- B. This Agreement is legally enforceable solely between ACSIG and Participating Member, and shall not be considered or otherwise deemed to create any rights or legal relationship between ACSIG and any participant or beneficiary under the Plan.
- C. No waiver or modification of any terms of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach hereof shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.

- D. This Agreement shall in all respects be governed by the laws of the State of California. Venue of any suit or other proceeding hereunder shall be properly placed in Alameda County and both parties waive any objection to venue of any such proceeding therein.
- E. If any action be brought by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, such reasonable attorneys' fees as the tribunal determining the action may award.
- F. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid or enforceable to the fullest extent permitted by law.
- G. Any notices or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given, upon being personally delivered, or two days after being placed in the United States mail, postage prepaid, addressed as follows: Alameda County Schools Insurance Group, P.O. Box 2487, Dublin, CA 94568.

IN WITNESS WHEREOF, the Participating Member, **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**, and Alameda County Schools Insurance Group have caused this Agreement to be signed by duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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SAN MATEO COUNTY SCHOOLS INSURANCE GROUP

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ALAMEDA COUNTY SCHOOLS INSURANCE GROUP

By: \_\_\_\_\_

Title: Jackie Kim, Executive Director

## **Appendix I**

### **Fee Schedule**

#### **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**

#### **SELF-FUNDED VISION**

1. ACSIG/VSP Vision Administration Fee is 12.5% of paid claims.
2. Broker Fee is \$0.00 for each employee per month of enrollment.

These fees are guaranteed from JANUARY 1, 2026 to SEPTEMBER 30, 2026.

All fees, as established by ACSIG and VSP, are subject to change on OCTOBER 1<sup>st</sup> of each year, and will be guaranteed for a 12 month period of time. Participating Member will be invoiced for such fees in accordance with the provisions of the Participation Agreement.

## **Appendix II**

### **Ownership of Records**

Any employer and employee lists furnished by participating member to ACSIG/EDGE are the sole property of the participating member and will be provided to ACSIG/EDGE only for the purpose of adjudicating claims and gathering statistical data for underwriting and related purposes. All reports, documents and claims data prepared specifically for participating member in connection with this Agreement shall be the property of the participating member. ACSIG/EDGE agrees that its use of such data will be restricted to such purposes and that ACSIG/EDGE will gain no proprietary interest in said lists, reports, documents and claims data because of its use. In the event of the expiration or termination of this agreement, ACSIG/EDGE shall, upon request, return all files to participating member except as may otherwise be agreed to in writing.

## **Appendix III**

### **Conflict of Interest Code**

ACSIG/EDGE has adopted a Conflict of Interest Code, and formally reconsiders it prior to October 1 of all even numbered years, and oversees any required filings of the Statements of Economic Interest with the Fair Political Practices Commission or the designated filing agent. ACSIG/EDGE has a duty to disclose conflicts of interest including but not limited to other sources of Income and has a process to ensure the designated employees have disclosed any conflict of interests. The categories relative to the types of interests that must be disclosed are based upon the types of financial interests relevant to the ACSIG business, which is confined to providing various types of insurance coverage to local public entities.

## **Appendix IV**

### **Non-Claim Dispute Resolution**

The Participating Member and ACSIG/EDGE shall make reasonable efforts to settle non-claim disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, Participating Member and ACSIG/EDGE shall engage in arbitration in the manner agreed upon in Article V of the Agreement. The Participating Member and ACSIG/EDGE agree that each Party may specifically enforce this section. The matter will be submitted to a mutually agreed panel of arbitrators for a determination. In the event that arbitration is not initiated or does not result in the settlement of a dispute within 60 days after the demand for arbitration is made, the Participating Member or ACSIG/EDGE may pursue any remedies provided by law. This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

## **Appendix V**

### **HIPAA Responsibilities**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules apply to group health plans, health insurers, medical providers and hospitals, and healthcare clearinghouses as “covered entities” and govern a category of data called Protected Health Information (PHI).

ACSIG acknowledges that they are acting on behalf of the self-funded and fixed rate group dental and vision plans and has a duty to comply with HIPAA. Thus, for purposes of HIPAA compliance, ACSIG will act as the plan sponsor of the self-funded and fixed rate group dental and vision plans of its participating members. For insured plans, the insurer is responsible for HIPAA compliance.



## **ACSIG VISION GROUP SELF-FUNDED PARTICIPATION AGREEMENT**

Whereas, **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP** (hereinafter called “Participating Member”) has established a self-funded vision plan, and whereas Participating Member will be enlisting the services of Alameda County Schools Insurance Group (hereinafter called “ACSIG”) as a Participating Member of the Vision Program and whereas Participating Member agrees that ACSIG has entered into an Administrative Services Agreement with VSP in order to provide eligibility data, forwarding of payments for claims and administrative costs, and to act as a single contract source for all Participating Members who heretofore would have otherwise provided these services independently and directly to VSP; therefore, Participating Member desires to enter into a Participation Agreement (Agreement) with ACSIG, effective JANUARY 1, 2026 under the following terms and conditions:

### **I. COVERAGE**

- A. Coverage under this program shall be identical to coverage being provided in the individual plans from which the district is transferring.
- B. A district may elect to alter their level of benefits. Should such changes result in an increase in the scope of coverage, ACSIG will adjust the premium rate to reflect this increased risk.

### **II. MEMBER RESPONSIBILITIES**

#### **A. Eligibility Listings**

Participating Member District will provide complete eligibility listings and enrollment information to ACSIG or its designated entity, along with any necessary changes to employee status (additions, deletions, changes of family status) prior to the 20th day of the month prior to month for which the transactions are effective.

#### **B. Payments for Claims and Administrative Services**

- 1. On a mutually agreed upon day, the Participating Member will transmit to ACSIG the full amount of Vision Benefits Liability as determined by ACSIG from VSP’s claim payments report, plus the claims administration expense agreed to by VSP and ACSIG, by check or by deposit, or by using other agreed upon methods, that will be deposited into the trust account designated by ACSIG.

2. The Participating Member will pay for services of ACSIG the amount shown in the fee Schedule attached hereto. ACSIG will invoice the Participating Member on a combined basis with B.1. (above), or individually, and shall be paid by the 15th day of the month for which the enrollment applies. Each following month's invoice will reflect monthly activity including additions or deletions for the previous month's eligibility.

C. COBRA Eligible Members

Participating Member shall be responsible for its employees and/or dependents that may elect to maintain benefits under federal or state COBRA provisions. All letters, notifications, election forms and payment tracking required by COBRA and related laws, shall be provided by the Participating Member. Eligible COBRA employees and/or dependents shall be reported to ACSIG in the same manner as other eligible employees, with the Participating Member maintaining the responsibility of tracking the various time limits of eligibility.

**III. PAYMENT TO VSP**

- A. ACSIG will collect payment for VSP's claims and administrative charges from Participating Members and remit a single payment for claims charges and administrative charges to VSP on a mutually agreed upon schedule.
- B. ACSIG agrees to allow the Participating Member access to its books and records upon reasonable request.
- C. Representation to VSP. ACSIG will designate appropriate representatives to act as the contacts with VSP for information dissemination.
- D. Continuing Administration. ACSIG or its designated entity, will respond to all inquiries regarding enrollment and payment of charges.

**IV. TERM OF CONTRACT AND WITHDRAWAL**

- A. The term of this Agreement shall commence on JANUARY 1, 2026 and continue through SEPTEMBER 30, 2026 or upon cessation of the ACSIG contract with VSP, whichever is earlier. The Agreement will renew for one year periods of time on OCTOBER 1<sup>st</sup> of each subsequent year subject to the cancellation provisions of the Agreement. Claims and administration costs that are incurred during the term of this contract are the responsibility of the Participating Member.
- B. Either party may cancel this Agreement by giving 90 days written notice prior to the OCTOBER 1<sup>st</sup> renewal date to the other party without cause, or upon 30 days notice if a breach of this agreement occurs and is unresolved within

15 days. Cause means a material breach of any provision of this Participation Agreement.

- C. Should either party fail to meet the financial obligation of this Agreement, either party may cancel this Agreement by giving five (5) days notice. Any such cancellation shall be made pursuant to the notice provisions of this Agreement.
- D. Participating Members will be given 30 days notice of a change in fee schedule.

## **V. DENTAL/VISION COMMITTEE**

- A. The Dental/Vision Committee shall be made up of members of the ACSIG Board of Directors and shall be responsible for matters relating to the administration and operation of the ACSIG program. The Committee shall be composed of a minimum of three representatives plus the ACSIG Executive Director.

## **VI. INDEMNIFICATION AND DISPUTE RESOLUTION**

- A. ACSIG, who is an independent contractor, shall not be liable for the payment of any unpaid claims or for denial of payment of any claims under the Plan. It is understood and agreed that in the absence of gross negligence the ACSIG will not be liable for any error in payment of claims and while the ACSIG will attempt to recover any such erroneous payment, it is not required to initiate legal process for recovery.
- B. ACSIG shall use ordinary care and reasonable diligence in the performance of its duties under this Agreement but shall not be liable for any mistake in judgment or other action taken in good faith. In the performance of its duties under this Agreement, ACSIG agrees to indemnify the Participating Member and hold it harmless against any and all loss, damage, and expense resulting from or arising out of ACSIG's gross negligence or dishonest, fraudulent or criminal acts. ACSIG shall maintain adequate errors and omissions coverage.
- C. The sole remedy for resolving any and all disputes arising with respect to or in connection with this Agreement, including any disputes regarding the cancellation or rescission of this Agreement, shall be arbitration as herein provided:
  - (1) All issues for arbitration shall be referred to three disinterested arbitrators, one being chosen by ACSIG one being chosen by the Participating Member and the third chosen by the aforesaid arbitrators. In the event that the first two arbitrators so chosen do not agree as to the third arbitrator within 30 days after both have been appointed as arbitrators, the third arbitrator shall be chosen by the American

Arbitration Association. Should either party hereto fail to choose its arbitrator within 30 days after receipt of written notice from the other party requesting it to do so, the requesting party shall name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall present its case to the arbitrators within 30 days following the date of appointment of the third arbitrator.

- (2) The arbitrators shall consider this Agreement an honorable engagement rather than merely a legal obligation, and they are relieved of all judicial formalities and may abstain from following the strict rules of law. The decision and award of the majority of the arbitrators shall be final and binding upon the ACSIG and the Participating Member. Judgment may be entered upon the award of arbitrators in any Court having jurisdiction.
- (3) The arbitrators shall be active or retired (i) insurance agents or (ii) officers of insurance companies, and not under the control or management of either party to this Agreement. Arbitration shall take place in San Francisco, California, unless ACSIG and the Participating Member agree otherwise. The United States Federal Arbitration Act applies to this Agreement.
- (4) Each party shall bear the expense of its own chosen arbitrator, and shall jointly and equally bear with the other the expense of the third arbitrator and of the arbitration. In the event that the two arbitrators are chosen by one party, as above provided, the expense of all the arbitrators and the arbitration shall be equally divided between the two parties.
- (5) This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

## **VII. GENERAL PROVISIONS**

- A. ACSIG is and shall remain at all times an independent contractor with respect to the services being performed pursuant to this Agreement and shall not be considered or otherwise deemed to be an employee or agent of the Participating Member.
- B. This Agreement is legally enforceable solely between ACSIG and Participating Member, and shall not be considered or otherwise deemed to create any rights or legal relationship between ACSIG and any participant or beneficiary under the Plan.
- C. No waiver or modification of any terms of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach hereof shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.

- D. This Agreement shall in all respects be governed by the laws of the State of California. Venue of any suit or other proceeding hereunder shall be properly placed in Alameda County and both parties waive any objection to venue of any such proceeding therein.
- E. If any action be brought by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, such reasonable attorneys' fees as the tribunal determining the action may award.
- F. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid or enforceable to the fullest extent permitted by law.
- G. Any notices or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given, upon being personally delivered, or two days after being placed in the United States mail, postage prepaid, addressed as follows: Alameda County Schools Insurance Group, P.O. Box 2487, Dublin, CA 94568.

IN WITNESS WHEREOF, the Participating Member, **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**, and Alameda County Schools Insurance Group have caused this Agreement to be signed by duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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SAN MATEO COUNTY SCHOOLS INSURANCE GROUP

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ALAMEDA COUNTY SCHOOLS INSURANCE GROUP

By: \_\_\_\_\_

Title: Jackie Kim, Executive Director

## **Appendix I**

### **Fee Schedule**

#### **SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**

#### **SELF-FUNDED VISION**

1. ACSIG/VSP Vision Administration Fee is 12.5% of paid claims.
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These fees are guaranteed from JANUARY 1, 2026 to SEPTEMBER 30, 2026.

All fees, as established by ACSIG and VSP, are subject to change on OCTOBER 1<sup>st</sup> of each year, and will be guaranteed for a 12 month period of time. Participating Member will be invoiced for such fees in accordance with the provisions of the Participation Agreement.

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## **Appendix III**

### **Conflict of Interest Code**

ACSIG/EDGE has adopted a Conflict of Interest Code, and formally reconsiders it prior to October 1 of all even numbered years, and oversees any required filings of the Statements of Economic Interest with the Fair Political Practices Commission or the designated filing agent. ACSIG/EDGE has a duty to disclose conflicts of interest including but not limited to other sources of Income and has a process to ensure the designated employees have disclosed any conflict of interests. The categories relative to the types of interests that must be disclosed are based upon the types of financial interests relevant to the ACSIG business, which is confined to providing various types of insurance coverage to local public entities.

## **Appendix IV**

### **Non-Claim Dispute Resolution**

The Participating Member and ACSIG/EDGE shall make reasonable efforts to settle non-claim disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, Participating Member and ACSIG/EDGE shall engage in arbitration in the manner agreed upon in Article V of the Agreement. The Participating Member and ACSIG/EDGE agree that each Party may specifically enforce this section. The matter will be submitted to a mutually agreed panel of arbitrators for a determination. In the event that arbitration is not initiated or does not result in the settlement of a dispute within 60 days after the demand for arbitration is made, the Participating Member or ACSIG/EDGE may pursue any remedies provided by law. This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

## **Appendix V**

### **HIPAA Responsibilities**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules apply to group health plans, health insurers, medical providers and hospitals, and healthcare clearinghouses as “covered entities” and govern a category of data called Protected Health Information (PHI).

ACSIG acknowledges that they are acting on behalf of the self-funded and fixed rate group dental and vision plans and has a duty to comply with HIPAA. Thus, for purposes of HIPAA compliance, ACSIG will act as the plan sponsor of the self-funded and fixed rate group dental and vision plans of its participating members. For insured plans, the insurer is responsible for HIPAA compliance.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Consent Agenda

**Action**

**Item Number:** F1.c

**Consent**

**Title:** PBIA Agreement

**Information**

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**Background**

Following the Board’s decision to transition to the Alameda County Schools Insurance Group (ACSIG) Joint Powers Authority (JPA) for dental and vision coverage effective January 1, 2026, PBIA—administrator for the ACSIG program—has provided a comprehensive agreement outlining the administration of these services for participating Member Districts.

The JPA has reviewed the proposed agreement to ensure it meets the needs and interests of its Member Districts.

**Recommendation**

It is recommended that the JPA board approve the agreement as presented for the administration of the ACSIG programs through PBIA, effective January 1, 2026.

## Services Agreement

This Agreement, for the provision of services, is entered into this **1st** day of **January 2026**, by and between the **San Mateo County Schools Insurance Group** (hereinafter referred to as "SMCSIG") and **Preferred Benefit Insurance Administrators, INC.** (hereinafter referred to as "PBIA") who agrees to provide the following services to SMCSIG:

### 1. Scope of Services.

PBIA shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

### 2. Term of Agreement.

This Agreement shall be effective from the period commencing January 1, 2026 and ending December 31, 2026 unless sooner terminated by either party as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, PBIA shall return to SMCSIG any requested equipment, documents or materials and all copies made thereof which PBIA received from SMCSIG or produced for SMCSIG for the purposes of this Agreement'

### 3. Termination.

This Agreement may be terminated with or without cause by SMCSIG. Termination without cause shall be effective only upon thirty (30) days' written notice to PBIA. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be affected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

### 4. Compensation and Reimbursement.

The SMCSIG will compensate PBIA at the rates found in Exhibit B entitled "Fee Schedule". PBIA understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. SMCSIG reserves the right to prorate any compensation based upon the services performed.

PBIA will invoice SMCSIG monthly for services that are to be completed in the following month. PBIA is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement. SMCSIG shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment.

### 5. Confidential Relationship.

SMCSIG may from time to time communicate certain information to enable PBIA to effectively perform the services. PBIA shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SMCSIG. PBIA shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The

foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of PBIA, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of PBIA without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to PBIA by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

PBIA shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SMCSIG. In its performance hereunder, PBIA shall comply with all legal obligations it may now or hereafter have, respecting the information or other property of any other person, firm, or corporation.

#### **6. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SMCSIG shall be the property of SMCSIG and shall be delivered to SMCSIG by PBIA upon demand.

Services provided to the SMCSIG, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; PBIA's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the PBIA will remain the exclusive property of the PBIA.

#### **7. Fund Availability**

Funding of this Agreement, if funded by the SMCSIG, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of PBIA. In the event the funds are not available by law or budget determination, SMCSIG shall have the exclusive right to withhold funding.

#### **8. Data Privacy and Protection**

All SMCSIG content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SMCSIG.

All content/data created by the SMCSIG or by its students or personnel using the service(s) provided by PBIA pursuant to this Agreement will cease to be retained by the PBIA at the conclusion of this Agreement and will, in fact, be removed from the PBIA's records.

The PBIA will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SMCSIG's student and personnel information will not be undertaken without the express, written consent of the SMCSIG.

PBIA certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- Transmission of personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- No transmission of data considered PHI occurs via unsecure email
- All server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- All server systems have been hardened with industry standard recommended measures for security protection

PBIA will notify SMCSIG within 24 hours of the PBIA discovering unauthorized access or disclosure of SMCSIG data.

The PBIA and SMCSIG will work together to ensure compliance with FERPA regulations as applicable.

**9. No Assignments.**

Neither any part nor all this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SMCSIG, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

**10. Audit.**

PBIA agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SMCSIG and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

**11. Independent PBIA.**

It is expressly always understood that, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, PBIA is acting as an independent PBIA and not as an officer, agent, or employee of the SMCSIG. Except as SMCSIG may specify in writing, PBIA shall have no authority express or implied, to act on behalf of SMCSIG in any capacity whatsoever as an agent. PBIA shall have no authority, express or implied, to bind SMCSIG to any obligation whatsoever.

**12. Licenses, Permits, Etc.**

PBIA represents and declares to SMCSIG that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. PBIA represents and warrants to SMCSIG that PBIA shall, at its sole cost and expense, always keep in effect during the term of this Agreement, any license, permit, or approval which is legally required for PBIA to practice its profession.

**13. Contractor's Insurance.**

The PBIA shall maintain Public Liability and Property Damage Insurance to protect them and the SMCSIG from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability

Bodily Injury and	\$1,000,000
Comprehensive form - Property Damage	Amount
Products/Completed Operations	

Auto Liability

Bodily Injury and	\$100,000/\$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired Combined	

**14. Indemnification.**

To the fullest extent allowable by law, PBIA agrees to hold harmless, defend, and to indemnify the SMCSIG, accept any and all responsibility for loss or damage to any person or entity, including SMCSIG, and to indemnify, hold harmless, and release SMCSIG, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including PBIA, that arise out of, pertain to, or relate to PBIA's or its agents', employees', PBIA's, subcontractors', or invitees' performance or obligations under this Agreement. PBIA agrees to provide a complete defense for any claim or action brought against SMCSIG based upon a claim relating to such PBIA's or its agents,' employees,' PBIA's, subcontractors,' or invitees' performance or obligations under this Agreement. PBIA's obligations under this Section apply whether there is concurrent negligence on SMCSIG's part, but to the extent required by law, excluding liability due to SMCSIG's conduct. SMCSIG shall have the right to select its legal counsel at PBIA's

expense, subject to PBIA's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PBIA or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**15. Notices.**

All notices, legal or otherwise, shall be provided as follows:

SMCSIG:

PBIA: Jim Harvath  
Preferred Benefit Insurance Administrators  
PO Box 973, Alamo, CA 94507

**16. Amendment.**

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SMCSIG and by a duly authorized representative of the PBIA.

**17. Governing Law/Venue.**

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Mateo County.

**18. Mediation.**

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

**19. Compliance with Law.**

The PBIA shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, PBIA and any subcontractor(s) shall comply with all applicable rules and regulations to which SMCSIG is bound by the terms of such fiscal assistance program.

**20. Debarment, Suspension, or Ineligibility Clause.**

By signing this Agreement, the PBIA certifies that the PBIA, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment

rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. PBIA certifies that no employee, officer, agent, or subcontractor who may encounter students in performance of this Agreement, has been convicted of a serious or violent felony.

**21. Authorization to Perform Services.**

PBIA is not authorized to perform services or incur costs under this agreement until executed by both the PBIA and approved by signature of the SMCSIG or its designee.

**22. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

**23. Severability.**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**24. Waiver.**

Any of the terms or conditions of this agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

**25. Entire Agreement.**

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**San Mateo County Schools Insurance Group**

**PREFERRED BENEFIT INSURANCE  
ADMINISTRATORS, INC**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name(Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A SPECIAL PROVISIONS**

### **A. SCOPE OF WORK**

PBIA shall perform those functions necessary for and incidental to the administration of the SMCSIG vision plans with Vision Service Plan.

#### Classes of employees covered:

Vision Service Plan enrollment for employees of participating employers of the San Mateo County Schools Insurance group.

#### Initial Setup:

- Collection of initial enrollment data, billing information, premiums, and prepayments if needed.
- Implementation calls with representatives of participating entities.
- Assign specific representatives to act as contact for the SMCSIG, participating entities, and Vision Service Plan for purposes of handling inquiries and disseminating information.
- Provide participating entities with multiple forms of submitting enrollment information, including but not limited to, web interface, fax, EDI feed, and paper forms.

#### Ongoing Services:

- Initial and subsequent enrollment of each participating employee of the SMCSIG consistent with the eligibility provisions governing each participating entity.
- Provide Vision Service Plan with a file of eligible employees in a manner and frequency agreed upon with Vision Service Plan and SMCSIG.
- Provide monthly eligibility listings to each participating entity. Listings may or may not include premiums owed to the SMCSIG by the participating entity.
- Provide monthly reports to the SMCSIG including counts and/or listing of employees covered.
- Provide any other services mutually agreed upon by both PBIA and SMCSIG.

**EXHIBIT B**  
**2025-2026 Fee Schedule**

<b>Population</b>	<b>Monthly fee per employee</b>
All participating Employees	\$ 0.22

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Consent Agenda

**Action**

**Item Number:** F1.d

**Consent**

**Title:** BCC Agreement – Benefit Administration

**Information**

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**Background**

Following the Board’s decision to engage BCC for benefits administration services on behalf of the HCC Member Districts—and any additional districts electing to participate—effective January 1, 2026, BCC has provided an overarching agreement outlining the provision of these services.

The Joint Powers Authority (JPA) has reviewed the proposed agreement and made the necessary adjustments to ensure it aligns with the needs and interests of its Member Districts.

**Recommendation**

It is recommended that the JPA board approve the agreement as presented for benefits administration services effective January 1, 2026.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler 800 Main St. Dubuque IA 52001	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 563-587-5000		<b>FAX (A/C, No):</b> 563-583-7339
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Benefits Coordinators Corporation Two Robinson Plaza, Suite 200 Pittsburgh PA 15205	COTBUT1		<b>INSURER A:</b> Travelers Property Casualty Company of America 25674
			<b>INSURER B:</b> Continental Casualty Company 20443
			<b>INSURER C:</b> Allied World Surplus Lines 24319
			<b>INSURER D:</b> Houston Casualty Company 42374
			<b>INSURER E:</b> The Travelers Indemnity Company of Connecticut 25682
			<b>INSURER F:</b> The Phoenix Insurance Company 25623

**COVERAGES**

CERTIFICATE NUMBER: 1013483170

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
F	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Y-630-9J745999-PHX-24	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-6N38948A-24-14-G	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX-8R523831-24-14	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$ 20,000,000
								\$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9K446460-24-14-E	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Crime			2086996435	4/1/2025	4/1/2026	Limit Claim/Aggregate Claim/Agg	10,000,000
C	Professional Liab			0311-5488	12/1/2024	12/1/2025		10,000,000
D	Cyber Liab			H25NGP210877-04	4/1/2025	4/1/2026		5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Workers Compensation Insurance Carrier: Travelers Casualty and Surety Company  
 Excess Cyber Liability - 04/01/25-04/01/26 - Policy #: CXS-107909062-01 - Carrier: Travelers Excess and Surplus Lines Company - Claim/Agg Limit: \$5,000,000  
 TPA activities are covered by the professional liability policy subject to all the terms and conditions of the policy forms and endorsements. Property Policy Number: Y 630 9J745999 COF 24. Policy Period: 10/01/24-10/01/25. Policy Carrier: The Charter Oak Fire Insurance Company. Valuable Paper and Records limit of \$500,000 included on the Property policy.

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Service Provider Agreement

THIS AGREEMENT, is made and entered into by and between Self Insured Services Company LLC dba Benefit Coordinators Corporation (hereinafter "Service Provider" or "Provider") and San Mateo County School Insurance Group (hereinafter "SMCSIG") to become effective on 1, 2025.

WHEREAS, Provider is desirous of entering into a business relationship with SMCSIG;

WHEREAS, Provider will be providing certain third party administrator or other services (the "Services") to members of SMCSIG and Provider desires to enter into this Agreement in order to induce SMCSIG to utilize Provider to perform the Services for its members; and

WHEREAS, Provider's solvency, financial condition, and status are a necessary predicate to the performance of the Services and to SMCSIG's provision of insurance services to its members and;

WHEREAS, Provider acknowledges that its satisfactory performance of the Services is an important factor regarding preservation of the business reputation of SMCSIG; and

AND WHEREAS, Provider is not a publicly traded entity on any stock or similar exchange and has not procured a bond of any type to secure its performance;

THEREFORE, in consideration of the Services and the mutual covenants and promises herein:

1. Indemnification. Provider will promptly defend, indemnify and hold SMCSIG, its officers, directors, affiliates and employees, harmless from and against any and all claims, suits, actions, liabilities, losses or expenses or damages which SMCSIG may incur as a result of any violation or alleged violation by Provider of any law, or any loss or expense to SMCSIG caused by your misrepresentation, negligent act or omission, or any breach under this Agreement to SMCSIG or its members, or arising out of or in connection with your financial condition or your performance or failure to perform the Services to the satisfaction of SMCSIG in its sole discretion.

SMCSIG will promptly defend, indemnify and hold Provider, its officers, directors, affiliates and employees, harmless from and against any and all claims, suits actions, liabilities, losses, expenses or damages which Provider may incur as a result of any violation or alleged violation by SMCSIG of any law, or any loss or expense to Provider caused by SMCSIG's misrepresentation, negligent act or omission or any breach under this Agreement.

The Parties agree that the indemnification obligations of this Section will survive the expiration or termination of this Agreement.

1. Other remedies. The indemnification provisions set forth herein are in addition to, and not in derogation of, any statutory, equitable or common law remedy, that SMCSIG, its officers, directors, and affiliates may have as a result of a loss.

2. Governing Law. This Agreement shall be governed by the laws of California without giving effect to the conflicts of laws provisions thereof. Provider agrees to comply with all state and federal laws, rules and regulations applicable to the business placed for, or at the request of, SMCSIG Services. Provider, as part of its licensing and appointment process, shall stay informed as to any changes in such laws, rules and regulations. This includes, but is not limited to, all laws, rules and regulations governing compensation, the permissibility of charging or receiving fees or commissions for placements and the permissibility of the types of fees that may be received, as provided for under applicable state law or regulation.

3. Confidentiality. For purposes of this Agreement, “Confidential Information” means confidential and/or proprietary information, data and materials, including but not limited to, confidential information pertaining to members, business, finances, business contacts, marketing, pricing, business proposals, insurance carriers or other insurance-related providers of products and services, personnel, software, intellectual property, products, services, policies, procedures or internal plans, whether furnished orally or in writing, and all notes, analyses, compilations, studies, interpretations or other documents prepared by SMCSIG or the Provider or their respective officers, directors, employees, representatives or agents which reflect, interpret, evaluate include or are derived from the Confidential Information (“Evaluation Materials”) in each case in connection with the Business Purpose.

4. Term. This Agreement shall commence on the Effective Date hereof. The Agreement may be terminated by either party without cause upon at least ninety (90) days prior written notice to the other party. This Agreement may be terminated at any time by either party upon at least thirty (30) days prior written notice of such termination to the other party upon default or breach by such party of one or more of its obligations hereunder, unless such default or breach is cured within thirty (30) days of the notice of termination.

If SMCSIG terminates within twelve (12) months of the Effective Date, payment for the full initial term (twelve (12) months) will be immediately due and payable to Provider.

If SMCSIG terminates or provides notice of termination prior to, within and/or less than ninety (90) days after Provider has processed or is expected to process SMCSIG’s open enrollment, Provider may charge a disengagement fee to recover costs associated with the open enrollment (EDI programming, system build out, etc.) process.

Each party’s obligation hereunder shall survive termination of this Agreement and each party’s duty to hold the other party’s Confidential Information confidential shall continue until all of the disclosed information no longer qualifies as Confidential Information or until the party

disclosing the Confidential Information (the “Disclosing Party”) sends the party receiving the Confidential Information (the “Receiving Party”) written notice releasing it from this Agreement, whichever occurs first. The treatment of Confidential Information in the event of a termination shall be further governed as provided in section 9 (e), under “Limitations of Use-Termination and Return of Confidential Information”, of this Agreement.

5. Limitations on Use. The Receiving Party must only use the Confidential Information in connection with the Business Purpose, unless expressly authorized otherwise by the Disclosing Party in writing.

a. Disclosure to Third Parties. Each party agrees not to reveal or disclose the Confidential Information to any individual, firm or entity, other than (i) its respective representatives on a need-to-know basis; (ii) in the case of SMCSIG, insurance companies or carriers and other providers of insurance-related products and services; and (iii) as required by applicable law, regulation, legal or administrative process, only after compliance with Section 9.g., below, without the prior written consent of the other party.

b. Access to Confidential Information. Access to the Confidential Information must be restricted to representatives of each of SMCSIG and the Provider on a need-to-know basis, who are engaged in the analysis and discussions concerning the Business Purpose. SMCSIG and the Provider shall cause its respective Representatives to whom such disclosure is made to act in accordance with the terms of this Agreement as if each of them were a party hereto, and each party agrees that it shall be responsible to the other party for any breach of this Agreement by any of its representatives.

c. Protection of Confidential Information. Each party will protect the confidentiality of the Confidential Information with no less care than it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event will either party protect the confidentiality of the Confidential Information with less than a reasonable standard of care. Each party will take (and will cause its representatives to take) any reasonable steps required to avoid inadvertent disclosure of materials in their possession.

d. No License. Confidential Information will at all times remain the property of the Disclosing Party. No license to use any trademarks, patents, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

e. Termination and Return of Confidential Information. Discussions between the parties may be terminated as defined elsewhere in this Agreement. Following termination and upon written request by the Disclosing Party, the Receiving party will, at the option of the Disclosing Party, either (i) promptly destroy all copies of written Confidential Information in its possession and confirm such destruction to the Disclosing Party in writing or (ii) promptly deliver to the Disclosing Party, at the Disclosing Party’s expense, all copies of the written Confidential Information in its possession. Any Evaluation Materials will be destroyed, and written certification of such destruction will be provided to the Disclosing Party provided, however, the Receiving Party will be able to retain one (1) copy of the Confidential Information to comply with its record retention policies and/or to comply with regulatory obligations.

Confidential Information provided to either party electronically shall be subject to any destruction obligations contained herein. Additionally, neither party shall have any obligation to destroy electronic copies of Confidential Information which are retained in standard archival or computer back-up systems.

f. Non-Confidential Information. Nothing in this Agreement will prohibit or limit either party's use of information (including but not limited to intangible ideas, concepts, know-how, techniques, and methodologies) that is: (i) previously known to the Receiving Party; (ii) independently developed by the Receiving Party without the use of Confidential Information by any personnel, including but not limited to Representatives that have not had access to the Confidential Information, as can be substantiated by reasonable evidence; (iii) is or becomes available from a third party which was not, to the Receiving Party's knowledge, under an obligation to the Disclosing Party not to disclose such information; or (iv) which is or becomes publicly available through no breach by Receiving Party or its representatives.

g. Judicial Disclosures. If either party is required by applicable law, regulation, legal or administrative process to disclose Confidential Information, then the Receiving Party shall promptly notify the Disclosing Party and tender to it the defense of that demand. Unless the demand has been timely limited, quashed or extended, the party receiving the demand will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the Disclosing Party, the Receiving Party will cooperate (at the expense of the Disclosing Party) in the defense of a demand or to obtain reasonable assurances that the Confidential Information will be accorded confidential treatment. The Receiving Party shall not be liable for disclosure of Confidential Information made pursuant to this Section 10.

6. Relationship of the Parties. The relationship between Provider and SMCSIG as well as their respective officers, employees, officers and agents, is that of independent contractors and neither shall be considered an agent or representative, employee, partner, or joint venturer of the other party for any purpose, nor shall hold itself out to be an agent or representative etc. of the other for any purpose.

7. Advertisement and Copyright, Trademark. Neither party shall broadcast, publish or distribute any advertisements or other matter referring to the other Party or the other Party's policies, not originated by that other Party, nor use the name, trademark, logo or any copyright of such other Party, or any of its affiliated companies, without first securing the other Party's prior written approval.

8. Successors and Assigns. This Agreement is and will be binding upon the Provider and SMCSIG and each of their respective affiliates, successors, and assigns.

9. Injunctive Relief. Each party hereto recognizes that serious injury could result to the other party and its business if there is a material breach of a party's obligations under this Agreement. Therefore, the parties agree that each party will be entitled to seek a restraining order, injunction or other equitable relief if the other party materially breaches its obligations under this Agreement, in addition to any other remedies and damages that would be available at law

10. Assignment. This Agreement may not be assigned by either Party without the prior written

consent of the other Party.

11. Facsimile Signature and Counterparts. The parties hereto hereby agree that signatures transmitted and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. The parties may also execute this Agreement in counterparts, each of which will constitute an original.

12. Notice. Any notice or other communication pursuant to this Agreement shall be in writing and shall be given or made by either Party in writing and shall be given by certified mail addressed as follows:

Benefit Coordinators Corporation  
Attn Compliance Manager  
2 Robinson Plaza, Suite 200  
Pittsburgh, PA 15205

San Mateo County School Insurance Group  
**INSERT ADDRESS**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

**SAN MATEO COUNTY SCHOOL INSURANCE GROUP**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELF INSURED SERVICES CORPORATION LLC dba  
BENEFIT COORDINATORS CORPORATION**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE OF FEES EXHIBIT

LEGEND
PEPM - Per Employee Per Month
PRPM - Per Retiree Per Month
PPPM - Per Participant Per Month

HEALTH CARE CONSORTIUM - BENXCEL
----------------------------------

(Medical, Dental, Vision, Life/ADD)

One-Time Set Up Fee – 8 Member Groups:	\$3,500
EDI Carrier File Feed	\$1,500/Per File Feed Connection
BenXcel Platform:	\$4.25 PEPM
Buy Up: COBRA (Med/Den/Vis):	\$0.30 PEPM* SMCSIG Pays \$0.50 PEPM** Each District Pays
Buy Up: Retiree Administration <u>with</u> Individual Billing:	\$6.00 PRPM
Buy-Up: Retiree Administration <u>without</u> Individual Billing:	\$4.25 PRPM

\* Assumes SMCSIG will fund COBRA Fees for all Member organizations

\*\* Assumes that Individual Districts will fund COBRA fees

*BCC invoices the COBRA participant the monthly premium plus 2% (BCC retains) representing the COBRA Administration allowance permitted under The Consolidated Omnibus Budget Reconciliation Act.*

*BCC receives a small percentage of each debit card swipe from Alegeus Technologies, LLC to offset any expenses in issuing debit cards to the employees or dependents over the age of 18.*

Reimbursement Adm (with Debit Card)	\$3.75 PPPM (\$100 monthly minimum)
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**BUY UP: DATA PACKAGES:**

Initial Eligibility Load Package:

Initial, non-refundable Setup Fee due upon execution of this Agreement: \$1,250 If Elected

**Demographic File Processing Packages:**

Initial, non-refundable Setup Fee due upon execution of this Agreement: \$500 If Elected

Monthly Administration Fee: \$.10 Per Eligible If Elected

**Payroll Deduction File Processing Packages:**

Initial, non-refundable Setup Fee due upon execution of this Agreement: \$2000 If Elected

Monthly Administration Fee: \$.40 Per Eligible If Elected

**Other Fees and Services:**

**Annual COBRA and Retiree Open Enrollment Fulfillment/Communication Services**

- OPTION A: Census Report No Charge
- OPTION B: Website & Notification Letters \$250 PER WEBSITE, *and* \$4 PER LETTER

Additional Services and Materials Fees quoted upon request

Wire Transfer Fee: \$25.00 per wire

Development hours exceeding standard development time (as quoted per project) \$125/hour

ACH Transfer Fee: No Charge

Non-Sufficient Funds Fee: \$25.00 per rejected check/transaction

Reinstatement Fee: Determined by Administrator at time of reinstatement

Meetings, Health Fairs No charge for webinars. On-site

meetings may incur time/travel charge. Fee will be quoted when a meeting is requested.

**EMPLOYEE BENEFITS GROUPS**

(All services are a BUY-UP)

One-Time Set Up Fee:	\$500 Per Member Organization
EDI Carrier File Feed Connection:	\$1,500 Per File
Employee Navigator: For Den/Vis/Life/ADD & Non-Cal Pers Medical Administration:	\$3.90 PEPM
BenXcel: CalPERS Medical/Den/Vis/Life/ADD Administration	\$6.15 PEPM
Reimbursement Admin(with Debit Card):	\$3.75 PPM (\$100 monthly minimum)
Dental & Vision COBRA:	\$0.30 PEPM* SMCSIG Pays \$0.50 PEPM** Each District Pays
Dental & Vision Retiree Administration <b><i>with</i></b> Individual Billing:	\$5.00 PRPM
Dental & Vision Retiree Administration <b><i>without</i></b> Individual Billing:	\$2.15 PRPM

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Consent Agenda

**Action**

**Item Number:** F1.e

**Consent**

**Title:** Strategic Planning Contract

**Information**

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## **ONE-DAY REVIEW AND REVISION OF CURRENT STRATEGIC PLAN**

This Statement of Work or Service Level Agreement (“SOW” or “SLA”) is entered into by and between Un1tee (“Un1”) and San Mateo County Schools Insurance Group (“Client”) and is effective as of the last signature below.

### **SERVICE DESCRIPTION**

Un1tee will facilitate a one-day in-person strategic planning session to be held at facilities designated by Client. The purpose is to revise the three-year strategic plan (or recreate as necessary).

### **TOTAL-CARE DELIVERABLES**

#### **DUTIES AND RESPONSIBILITIES OF CLIENT**

Client agrees to:

1. Provide list of named stakeholders by December 12, 2024.
2. Ensure attendance by all named stakeholders.
3. Provide appropriate facilities/virtual platform for the planning session.
4. Provide necessary food and refreshments.
5. Session schedule 9am – 3:30pm with 30 minutes for lunch.
6. Schedule stakeholder calls using provided Calendly link.
  - 6.1. Calls to be completed by January 21, 2025.
  - 6.2. Link will be provided after contract is executed.
7. Manage scheduling of stakeholder calls based on availability provided.
8. Provide past strategic plans by December 12, 2024.
9. Provide billing contact for all billing related communication.

#### **DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF UN1**

Un1 agrees to:

1. Provide an onsite strategic plan review and revision session which includes:
  - 1.1. Conduct Zoom interviews with named stakeholders before workshop.
  - 1.2. Gather data to present at the workshop.
  - 1.3. One onsite workshop up to 6 hours.

2. Upon completion of planning session:
  - 2.1. Creation of draft strategic plan for review and adoption.
  - 2.2. Provide next steps.

## **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

In consideration for the service, the Client agrees to pay Un1 a base fee of \$5000 split in two equal payments. Payments are due: December 31, 2024 and January 31, 2025.

In addition to the base fee, and any applicable fees, Client agrees to pay reasonable travel expenses such as mileage, hotel cost, transportation and per diem meal and incidental costs of Un1. Including incidentals and travel expenses, the total fee is not to exceed \$6,500.

If Client cancels the workshop after it is scheduled, Client agrees to reimburse Un1 for any expenses already incurred by Un1 up to the time of cancellation.

Any additional workshop preparation hours due to rescheduling, additional interviews, modification to structure of workshop will incur an additional fee of \$350 per hour. Any additional expenses are due within 30 days upon receipt of invoice from Un1.

## **PROPRIETARY RIGHTS AND CONFIDENTIALITY**

Un1, any Affiliates of Un1 and/or their licensors shall retain all rights, title and interest in any and all intellectual property, informational property, industrial property and any copies thereof. Un1 neither grants nor otherwise transfers any rights of ownership in the Product, licenses, or intellectual property to Client. By signing below, Client acknowledges that the Product and intellectual property may be protected by applicable copyright, confidentiality, non-disclosure, and trade secrets laws, as well as and other forms of intellectual property, informational property and industrial property protections.

## **DATA CONFIDENTIALITY**

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## **CONTRACT TERMINATION**

The terms of the Agreement shall terminate no later than February 28, 2025 or sooner if all provisions have been satisfied. Unless otherwise terminated pursuant to this Agreement, Un1 or Client may terminate this agreement without cause by giving thirty (30) days written notice to the other party. Should Un1 default in the performance of this Agreement or materially breach any of its provisions, Client may terminate this Agreement by giving written notification to Un1. Should Client default in the performance of this Agreement or materially breach any of its provisions, Un1 may terminate this Agreement by giving written notification to Client.

## **GENERAL PROVISIONS**

Neither party will be responsible for delays or failure of performance under this agreement resulting from acts of God, strikes, terrorism, war, pandemics, or epidemics, failure of supplies to perform, government regulations, executive orders, earthquakes, power failures, or other causes beyond the control of that party which render performance by that party impossible or commercially unreasonable. No employer-employee relationship is created by this Agreement and neither party may act as an agent of the other.

For the purposes of communication between the parties, the following shall be the representatives of the parties:

For Un1

Stephen Yeoh  
Un1teee  
1336 Moorpark Rd, Suite 188  
Thousand Oaks, CA 91360

For Client

Tom Ledda  
San Mateo County Schools Insurance Group  
1791 Broadway  
Redwood City, CA 94063

This Agreement constitutes the entire agreement, replacing any prior oral or written agreements regarding the workshops. If a court finds any part of this Agreement invalid or unenforceable, the rest remains in effect. This Agreement is governed by California law.

This Agreement is effective only upon execution by Un1 and Client. Each of the Parties represents and warrants that the person who executes this Agreement on behalf of such Party has been duly authorized on behalf of such Party to execute this Agreement on behalf of such Party and, in the case of an entity, that such authority has been validly obtained in accordance with the articles of incorporation and bylaws (or other organizational documents) of such Party, and the laws of the state of its organization for such Party.

CLIENT: San Mateo County Schools Insurance Group

By: Tom Iedda

Title: Executive Director

Date: Nov 14, 2024

Tom Iedda  
Tom Iedda (Nov 14, 2024 00:50 PST)

Un1tee

By: Stephen Yeoh

Title: Chief of Peace of Mind

Date: Nov 14, 2024

Stephen Yeoh  
Stephen Yeoh (Nov 14, 2024 09:57 PST)

# Strategic Planning Agreement

Final Audit Report

2024-11-14

Created:	2024-11-13
By:	Stephen Yeoh (stephen@un1teee.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX97yIQeDo3lJlssGce9nXlfo5DhTkU7R

## "Strategic Planning Agreement" History

-  Document created by Stephen Yeoh (stephen@un1teee.com)  
2024-11-13 - 5:57:59 PM GMT- IP address: 76.94.241.154
-  Document emailed to tledda@smcsig.org for signature  
2024-11-13 - 6:00:14 PM GMT
-  Email viewed by tledda@smcsig.org  
2024-11-14 - 8:09:17 AM GMT- IP address: 104.28.123.91
-  Signer tledda@smcsig.org entered name at signing as Tom ledda  
2024-11-14 - 5:50:27 PM GMT- IP address: 24.6.84.90
-  Document e-signed by Tom ledda (tledda@smcsig.org)  
Signature Date: 2024-11-14 - 5:50:29 PM GMT - Time Source: server- IP address: 24.6.84.90
-  Document emailed to Stephen Yeoh (stephen@un1teee.com) for signature  
2024-11-14 - 5:50:31 PM GMT
-  Email viewed by Stephen Yeoh (stephen@un1teee.com)  
2024-11-14 - 5:57:04 PM GMT- IP address: 162.251.240.196
-  Document e-signed by Stephen Yeoh (stephen@un1teee.com)  
Signature Date: 2024-11-14 - 5:57:40 PM GMT - Time Source: server- IP address: 162.251.240.196
-  Agreement completed.  
2024-11-14 - 5:57:40 PM GMT



## **ONE-DAY REVIEW AND REVISION OF MISSION, VISION, AND DRAFT 2025-2028 STRATEGIC PLAN**

This Statement of Work or Service Level Agreement (“SOW” or “SLA”) is entered into by and between Un1tee (“Un1”) and San Mateo County Schools Insurance Group (“Client”) and is effective as of the last signature below.

### **SERVICE DESCRIPTION**

Un1tee will facilitate a one-day planning session on April 21, 2025. The session will be a hybrid in-person and virtual meeting to be held at facilities designated by Client.

The purpose is to:

1. Revise the Mission and Vision.
2. Add details to, and prioritize the draft 2025-2028 Strategic Plan.

Should there be 6 or more attendees in-person, Un1tee will attend the meeting onsite. Otherwise Un1tee will facilitate the meeting remotely.

Client is aware of the limitations of conducting these meetings in a hybrid setting.

### **TOTAL-CARE DELIVERABLES**

#### **DUTIES AND RESPONSIBILITIES OF CLIENT**

Client agrees to:

1. Schedule a hybrid meeting on April 21, 2025, from 9:30am to 1pm.
2. Provide appropriate facilities/virtual platform for the planning session.
3. Provide necessary food and refreshments.
4. Communicate with stakeholders on the importance of attending this meeting – preferably in-person.
5. Determine if there are at least 6 stakeholders attending in person by April 14, 2025.
6. Provide Un1 with a list of attendees (in-person and virtual) by April 15, 2025.

#### **DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF UN1**

Un1 agrees to:

1. Facilitate a hybrid planning meeting that will cover:
  - 1.1. Review / revision of Mission and Vision
  - 1.2. Prioritize Strategic Plan action items
  - 1.3. Determine deliverable dates for action items.
  - 1.4. Planning session will last no more than 3 and a half hours.
2. Upon completion of planning session:
  - 2.1. Creation of draft Mission and Vision statement for review and adoption.
  - 2.2. Update Strategic Plan with priorities and due dates.
  - 2.3. Consultations and up to 3 revisions of the Strategic Plan and Mission / Vision documents.

## **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

In consideration for the service, the Client agrees to pay Un1 a base fee of \$5000 split in two equal payments. Payments are due: April 7, 2025 and April 15, 2025.

In addition to the base fee, and any applicable fees, Client agrees to pay reasonable travel expenses such as mileage, hotel cost, transportation and per diem meal and incidental costs of Un1. Including incidentals and travel expenses, the total fee is not to exceed \$6,500.

If Client cancels the workshop after it is scheduled, Client agrees to reimburse Un1 for any expenses already incurred by Un1 up to the time of cancellation.

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For Client

Tom Ledda  
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CLIENT: San Mateo County Schools Insurance Group

By: Tom Ledda

  
Tom Ledda (Mar 24, 2025 10:58 PDT)

Title: executive director

Date: Mar 24, 2025

Un1tee

By: Stephen Yeoh

Title: Chief of Peace of Mind

Date:

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Title: Executive Directors Report**

**Action**

**Item Number: G1**

**Consent**

**Title: Workers Compensation Analysis**

**Information**

**Background**

SMCSIG was self-insured up to 1995 then went fully insured. From 2020 we have self-insured up to the \$250,000 layer and have joined PRISM for coverage above our retention.

SMCSIG is engaged in loss control with its members by adding loss control staff in 2013. The additions have provided guidance and resources to members to identify and reduce the occurrence and impact of losses.

<b>Policy Year</b>	<b>Program</b>	<b>Program Rate</b>	<b>Change</b>	<b>Projected Payroll</b>	<b>Change</b>	<b>Bud. Contr.</b>	<b>Change</b>
2018-19	PIPS	2.6144		\$ 750,778,293		\$ 19,628,653	
2019-20	PIPS	2.6884	2.83%	\$ 771,528,566	2.76%	\$ 20,741,444	5.67%
2020-21	Self Ins	2.2437	-16.54%	\$ 788,155,049	2.16%	\$ 17,684,000	-14.74%
2021-22	Self Ins	2.2236	-0.90%	\$ 806,858,852	2.37%	\$ 17,943,729	1.47%
2022-23	Self Ins	2.2220	-0.07%	\$ 850,460,568	5.40%	\$ 18,897,000	5.31%
2023-24	Self Ins	2.2905	3.08%	\$ 898,485,748	5.65%	\$ 19,837,523	4.98%
2024-25**	Self Ins	1.9489	-14.91%	\$ 971,670,466	8.15%	\$ 18,937,000	-4.54%
2025-26*	Self Ins	2.0781	6.63%	\$ 1,039,786,477	7.01%	\$ 21,608,000	14.10%

\* Based upon preliminary budget and SIR increase to \$500K

\*\*Utilized equity to reduce rate

For the 2025-26 year, the projected funding rate is increasing 6.66% from prior year and is a decrease from the 2023-24 year of 10%. The 2025-26 rate is a decrease from the fully insured year of 2019-20 of 21%. Payroll has increased 7% and is a driver of the budgeted contribution.

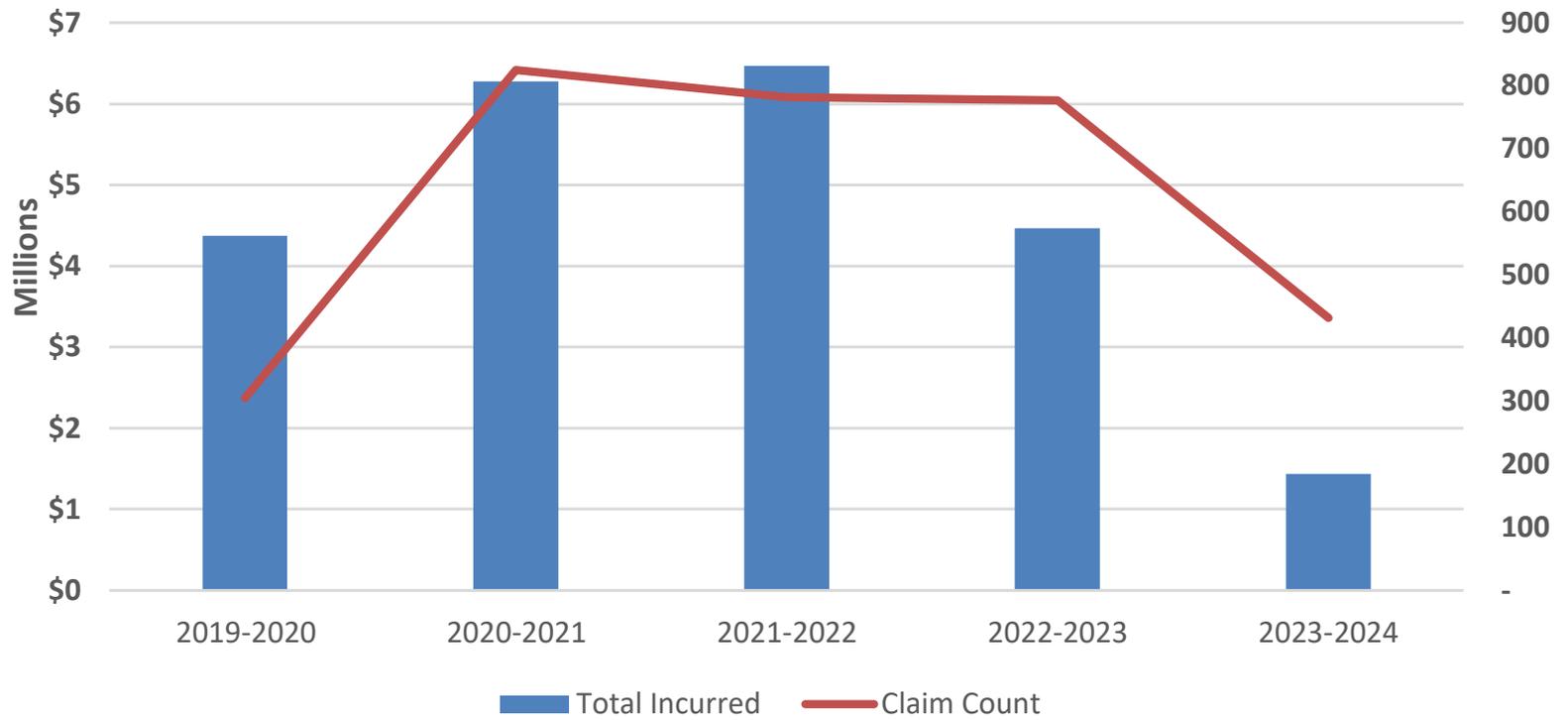
**Attachment:** Worker’s Compensation member and loss analysis

**Fiscal Impact:** reported savings since 2019-20

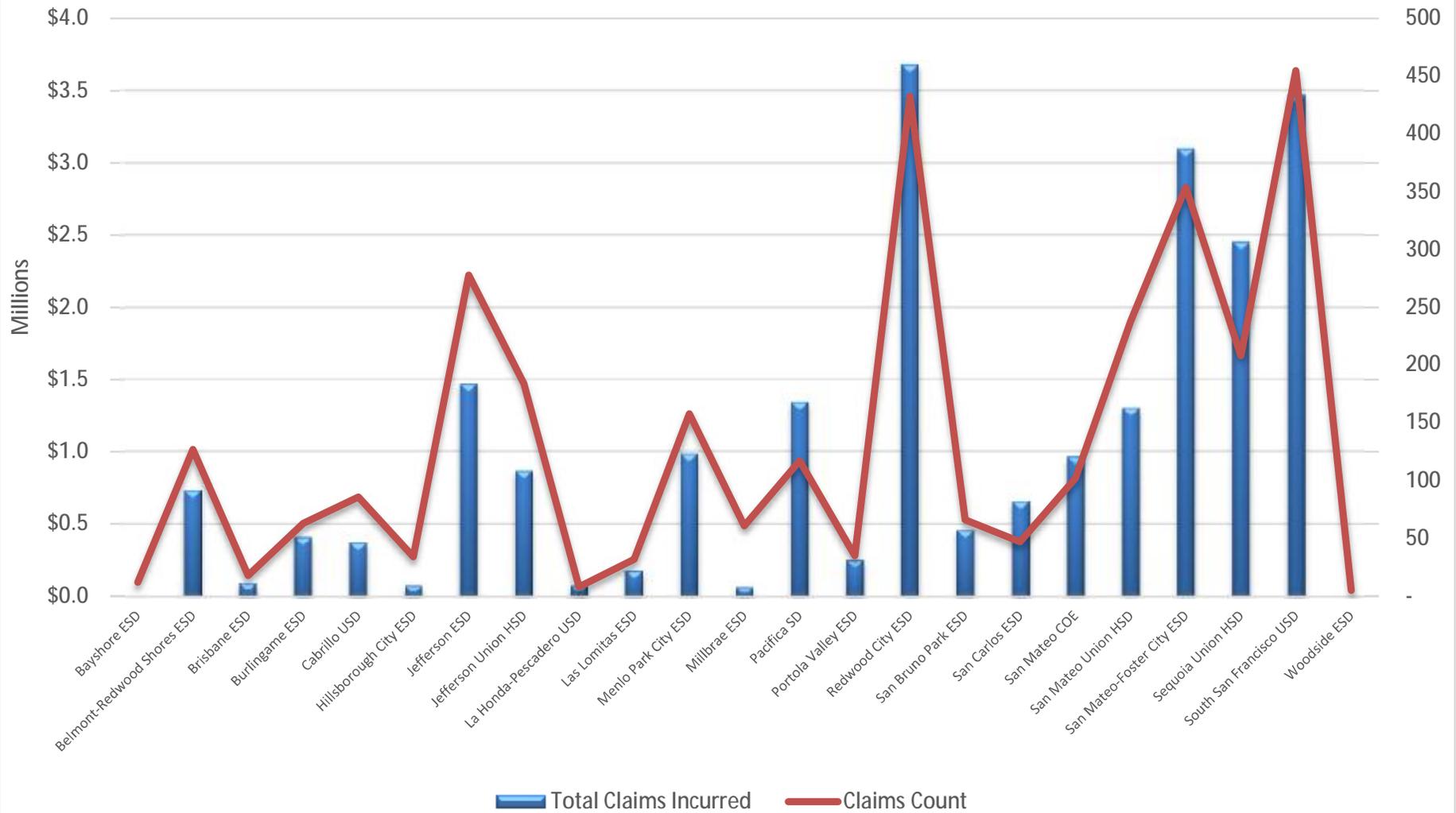
**Recommendation**

Information Only.

### 5 Year Total Incurred and Claim Count



## 5 Year Total Incurred Claims and Claims Count By Member



**San Mateo County School Insurance Group**

*Top Five Types of Injury*

*Last Five Program Years*

*Loss Data as of December 31, 2024*

Types of Injury	2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		Total Paid	Total Incurred
	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred		
Strain	\$ 1,648,040	\$ 2,105,874	\$ 1,808,398	\$ 2,508,806	\$ 1,707,431	\$ 2,921,585	\$ 1,006,210	\$ 1,837,964	\$ 180,843	\$ 484,711	\$ 6,350,921	\$ 9,858,940
Contusion	655,535	830,168	1,153,675	1,778,522	560,799	1,000,374	471,100	905,619	131,519	360,947	2,972,628	4,875,630
All Other Specific Injuries, I	249,779	309,303	483,813	630,834	671,691	962,820	343,583	606,848	7,272	20,655	1,756,139	2,530,460
Sprain	458,199	628,143	575,131	719,055	162,771	228,617	117,387	171,831	20,660	60,029	1,334,149	1,807,674
Multiple Physical Injuries O	233,995	289,579	28,355	29,571	368,618	686,528	230,900	313,556	23,782	60,219	885,652	1,379,453
<b>Total</b>	<b>\$ 3,245,548</b>	<b>\$ 4,163,067</b>	<b>\$ 4,049,373</b>	<b>\$ 5,666,788</b>	<b>\$ 3,471,311</b>	<b>\$ 5,799,923</b>	<b>\$ 2,169,180</b>	<b>\$ 3,835,818</b>	<b>\$ 364,076</b>	<b>\$ 986,560</b>	<b>\$ 13,299,489</b>	<b>\$ 20,452,157</b>

% of total cost	95%	95%	89%	90%	90%	90%	85%	86%	74%	69%	<b>90%</b>	<b>89%</b>
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Note: 2019-2020 data from fully insured years.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Executive Directors Report

**Action**

**Item Number:** G2

**Consent**

**Title:** Loss Control Update

**Information**

---

**Background**

❖ Anthony Poston from ESM Insite will be presenting an update on inspections.

**Recommendation**

For information only.

# SMCSIG

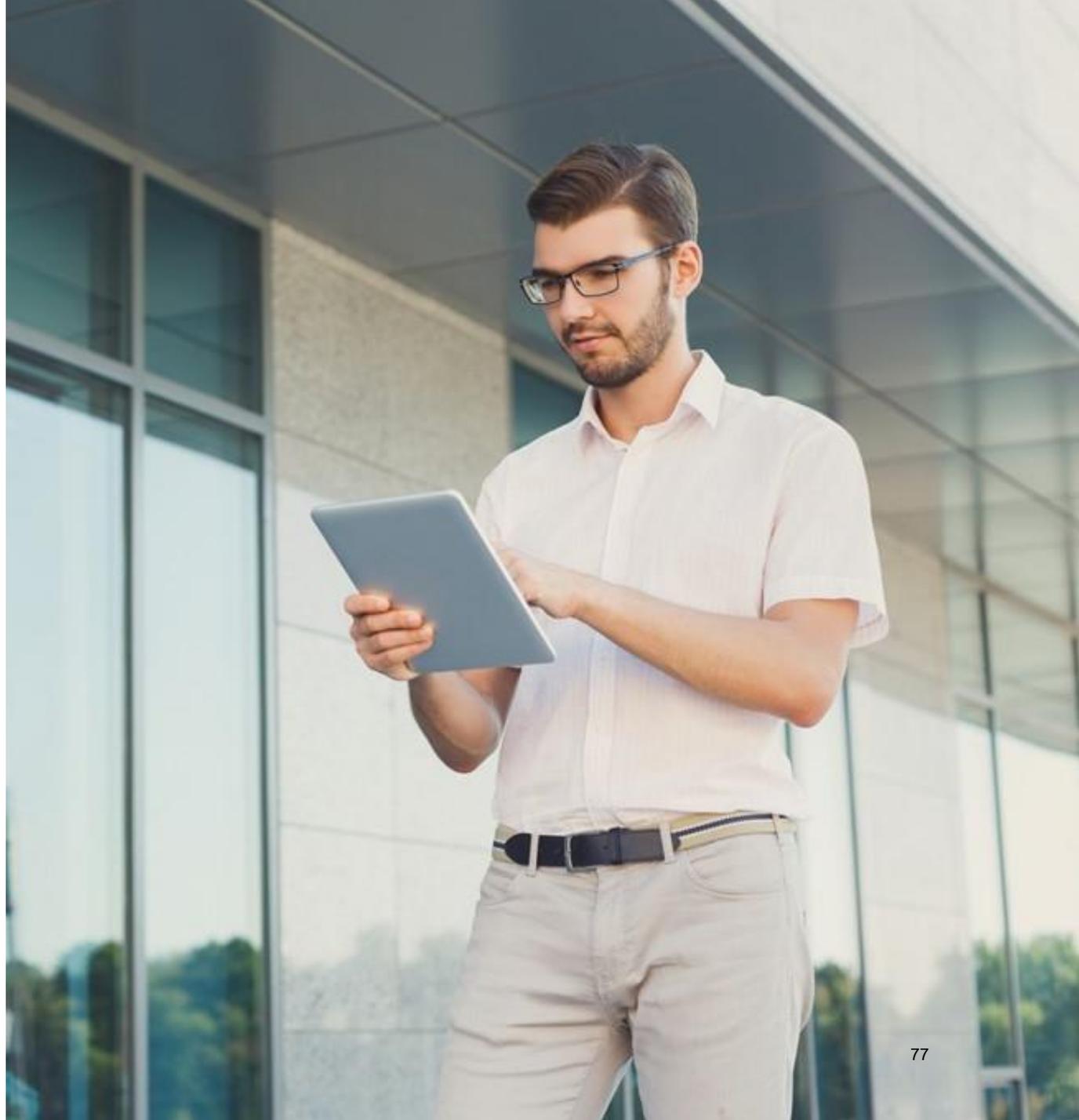


2024-26 Interior & Exterior  
Property/Liability/CPTED  
Inspection Project

Update: May 2025  
*(Data thru April 29, 2025)*

Presented by:

Don Freeman & Anthony Poston (ESM)



# Audit Status



District	# Sites	Sites Scheduled	Sites Completed Exterior	Sites Completed Interior	% Complete	Interior	Exterior	Notes
BAYSHORE ELEMENTARY SCHOOL DISTRICT	1	1	1	1	100%	X	X	
BELMONT-REDWOOD SHORES ELEMENTARY SCHOOL DISTRICT	8	8	8	0	100%		X	Interior pending
BRISBANE ELEMENTARY SCHOOL DISTRICT	4	4	4	4	100%	X	X	
BURLINGAME ELEMENTARY SCHOOL DISTRICT	8	8	8	0	50%		X	Interior pending
CABRILLO UNIFIED SCHOOL DISTRICT	7	0			0%			
HILLSBOROUGH CITY SCHOOL DISTRICT	5	0			0%			
JEFFERSON ELEMENTARY SCHOOL DISTRICT	17	0			0%			
JEFFERSON UNION HIGH SCHOOL DISTRICT	9	9			0%			
LA HONDA PESCADERO UNIFIED SCHOOL DISTRICT	4	0			0%			
LAS LOMITAS ELEMENTARY SCHOOL DISTRICT	5	0			0%			
MENLO PARK CITY ELEMENTARY SCHOOL DISTRICT	5	5	5	0	50%		X	request to prioritize on 9/20/24 Interior pending
MILLBRAE ELEMENTARY SCHOOL DISTRICT	8	8	8	8	100%	X	X	
PACIFICA SCHOOL DISTRICT	9	9	9	0	50%		X	Interior pending
PORTOLA VALLEY ELEMENTARY SCHOOL DISTRICT	3	3	3	3	100%	X	X	
RAVENSWOOD CITY ELEMENTARY SCHOOL DISTRICT	7	0			0%			
REDWOOD CITY SCHOOL DISTRICT	15	0			0%			
SAN BRUNO PARK ELEMENTARY SCHOOL DISTRICT	10	0			0%			
SAN CARLOS SCHOOL DISTRICT	9	9	9	0	50%		X	Interior pending
SAN MATEO COUNTY OFFICE OF EDUCATION	6	0			0%			
SAN MATEO COUNTY SCHOOLS INSURANCE GROUP	1	0			0%			
SAN MATEO UNION HIGH SCHOOL DISTRICT	12	0			0%			
SAN MATEO-FOSTER CITY SCHOOL DISTRICT	25	25	25	0	50%		X	2 additional sites added 10/29 Interior pending
SEQUOIA UNION HIGH SCHOOL DISTRICT	13	0			0%			
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT	18	0			0%			
WOODSIDE ELEMENTARY SCHOOL DISTRICT	1	1	1	1	100%	X	X	
<b>Grand Total</b>	<b>210</b>	<b>90</b>	<b>81</b>	<b>17</b>	<b>11%</b>			



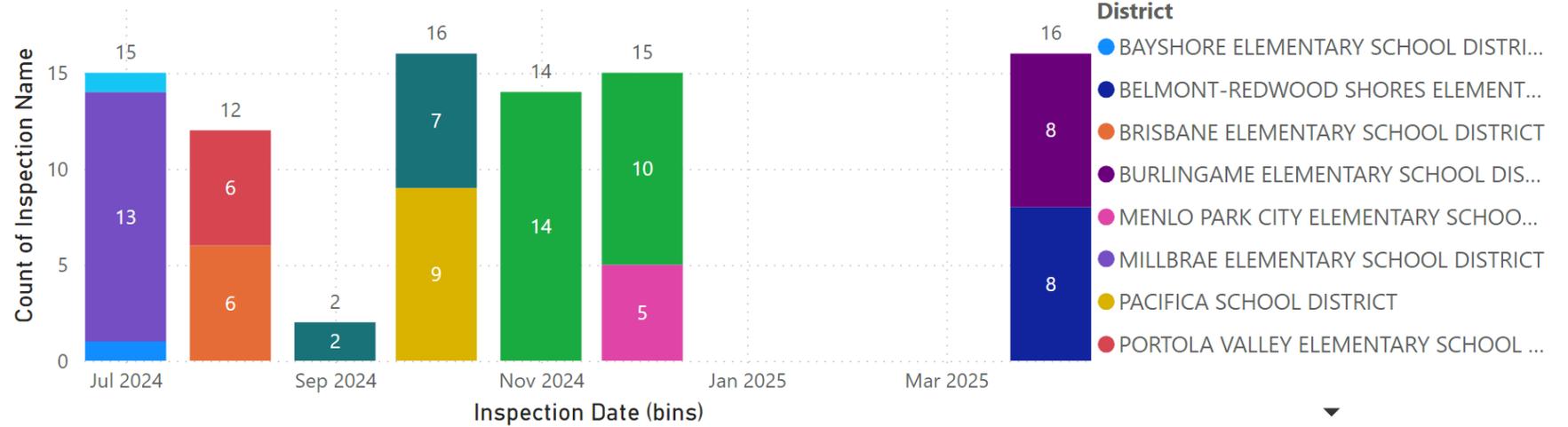
# San Mateo County School Insurance Group Inspection Summary Dashboard

Updated: 4/29/25

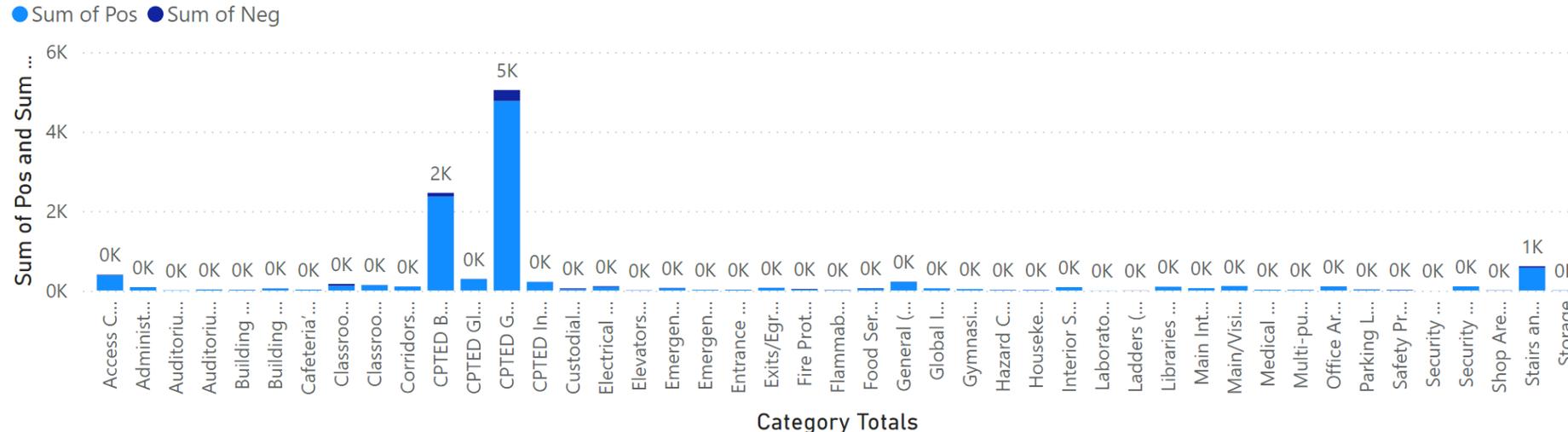
Inspections Completed YTD

# 90

Inspections per Month



Observations by Inspection Category



Total Positive Observations

# 11K

Total Negative Observations

# 637

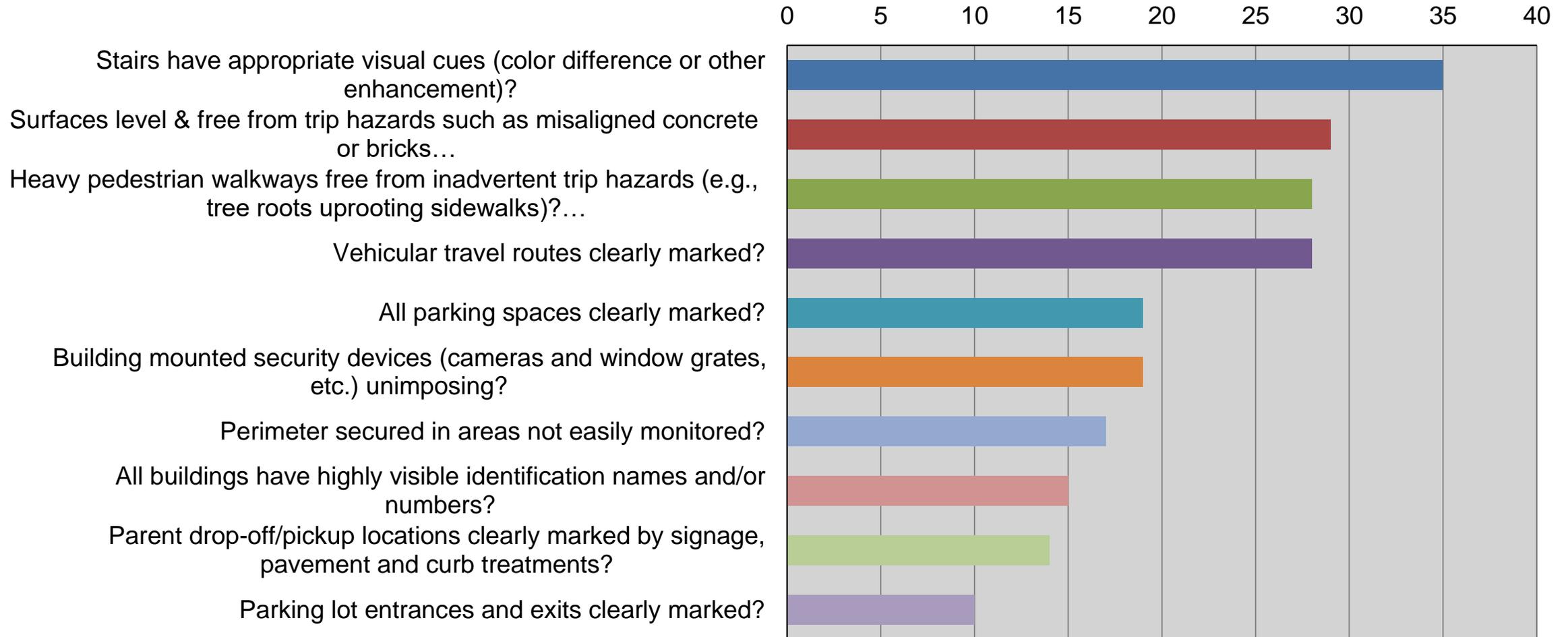




# Analytics

## Top 10 Negative

### Top 10 Negative Observations

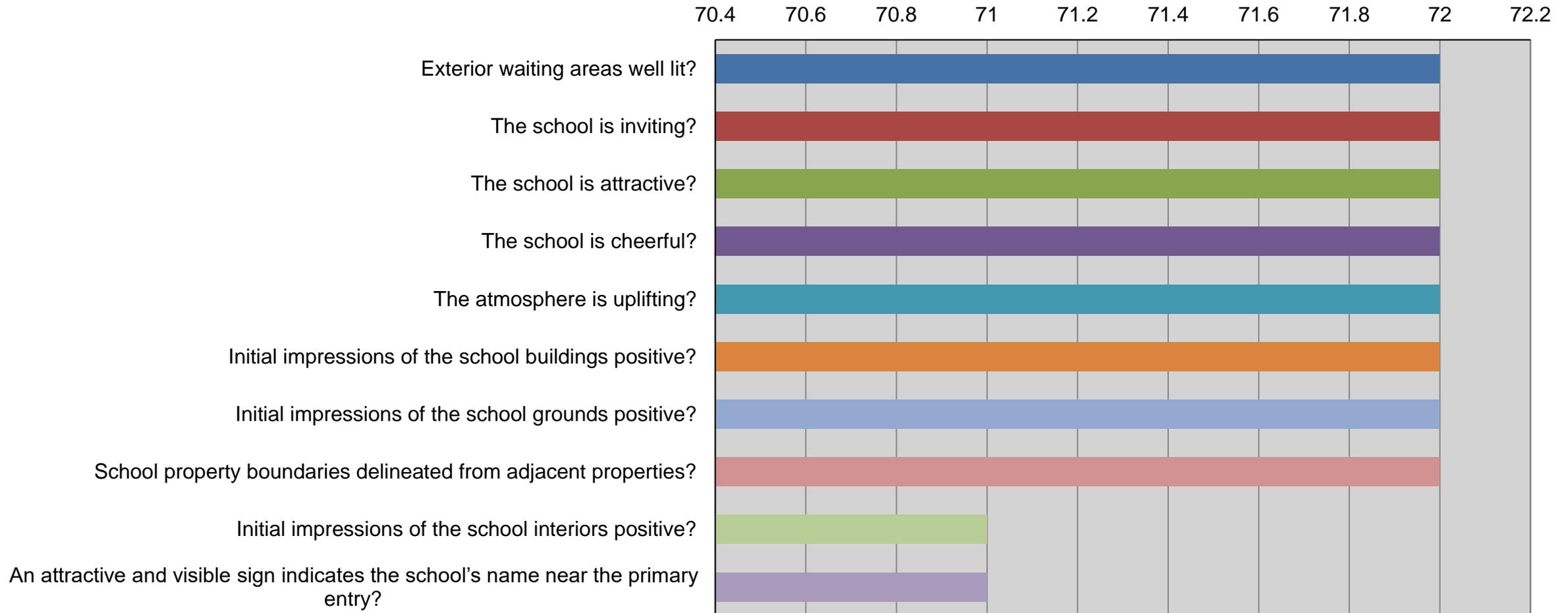




# Analytics

## Top 10 Positive

Top 10 Positive Observations



# Cal/OSHA Support

- Cal/OSHA complaint
- Completed site audit, report and recommendations.
- Drafted response to Cal/OSHA to highlight appropriate safeguards are in place.

## ESM INSITE

Company Name:	Jefferson Elementary USD	Site Contact:	Bill Heath
Contact Email:	<a href="mailto:bheath@jeffersonesd.org">bheath@jeffersonesd.org</a>	Contact Phone:	(530) 520-5435
Location inspected:	19 Hill St. Daly City, Ca 94014		
Audit Date:	2/27/2025	Report Date:	
ESM EH&S Specialist:	Rafael Torres	Email:	<a href="mailto:Rafael.torres@esminsite.com">Rafael.torres@esminsite.com</a>

Dear Bill,

This report is in follow-up survey was to identify

Below is a list of safety visit. If you have any q hesitate to contact me.

Sincerely,

Rafael Torres,  
ESM EH&S Specialist  
[Rafael.torres@esminsite.com](mailto:Rafael.torres@esminsite.com)  
(916) 604-0719

CC: Client File  
Anthony Poston, ESM  
Customer Success, ES

### Alleged condition per

- The outdoor f to develop. TI
- According to th inclement wea
- Findings: Durin addition, empl [exposure](#) prior employees are

### Findings:

- At the time of t In addition, we
- The district pro entering the fr
- The district als includes:
  - o Adequ the ele
  - o Tools
  - o Trainin
- Delivery vehicl steps for enter

T (916) 537-3734 W

## ESM INSITE

### Recommendations:

- Continued training for drivers on safe work practices and procedures for loading and unloading materials.
- Optional: Develop a Job Safety Analysis (JSA) safe procedures for maintaining a slip resistan training that has been provided to the employ

### Observations:

022025-1: Freezer door has extensive overhang cover loading area to reduce water from rain or mist on wind



022025-2: District provides tools to remove excess wa

022025-3: District provides Ice melt onsite to prevent near 32 degrees. (Temperature and weather monitore

022025-4: Boot Box at entrance of Freezer containing Drivers to use.



T (916) 537-3734 W [www.esminsite.com](http://www.esminsite.com)

## ESM INSITE

022025-5: Delivery trucks are in good condition with abrasive steps and grab bars for entering and exiting vehicles.



022024-6: Caution signs posted on entrance to freezer warning of slippery floor.



022025-7: Floor of the freezer unit dry at time of my visit. The district had ridges cut into the concrete at the entrance of the freezer unit to remove excess water from pallet jacks and other equipment.



T (916) 537-3734 W [www.esminsite.com](http://www.esminsite.com)

# Additional Safety Support

---

Prepared a chainsaw operator's manual (Burlingame)

---

Cooking class guidance for teacher led cooking events (MPCSD)

---

WVPP sample policies, trainings, forms and checklists

# San Mateo County School Insurance Group BI Dashboard

[View in Power BI](#) ↗

**Last data refresh:**  
4/29/2025 8:30:17 PM UTC

**Downloaded at:**  
5/13/2025 9:40:49 PM UTC

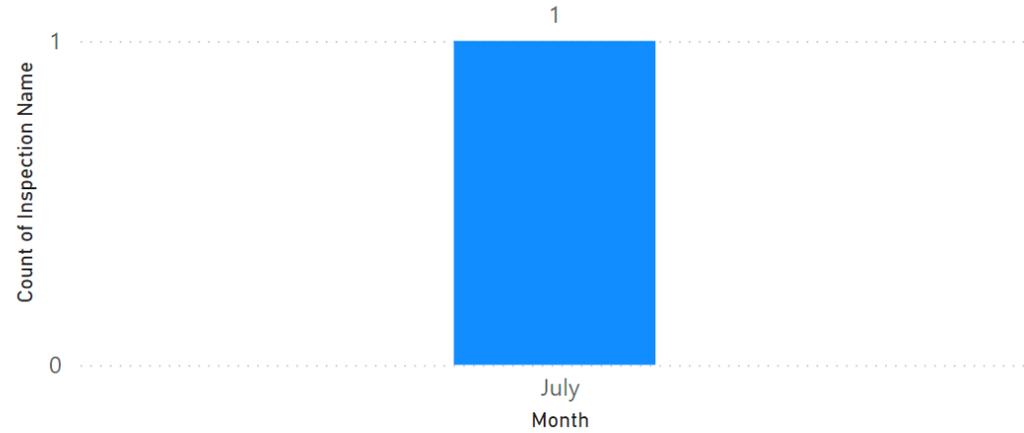
# SMCSIG Inspection Summary Dashboard: BAYSHORE ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

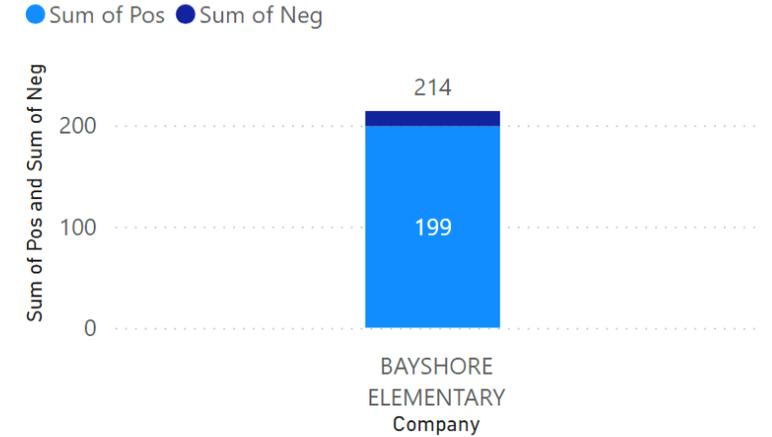
### Inpections Completed YTD

1

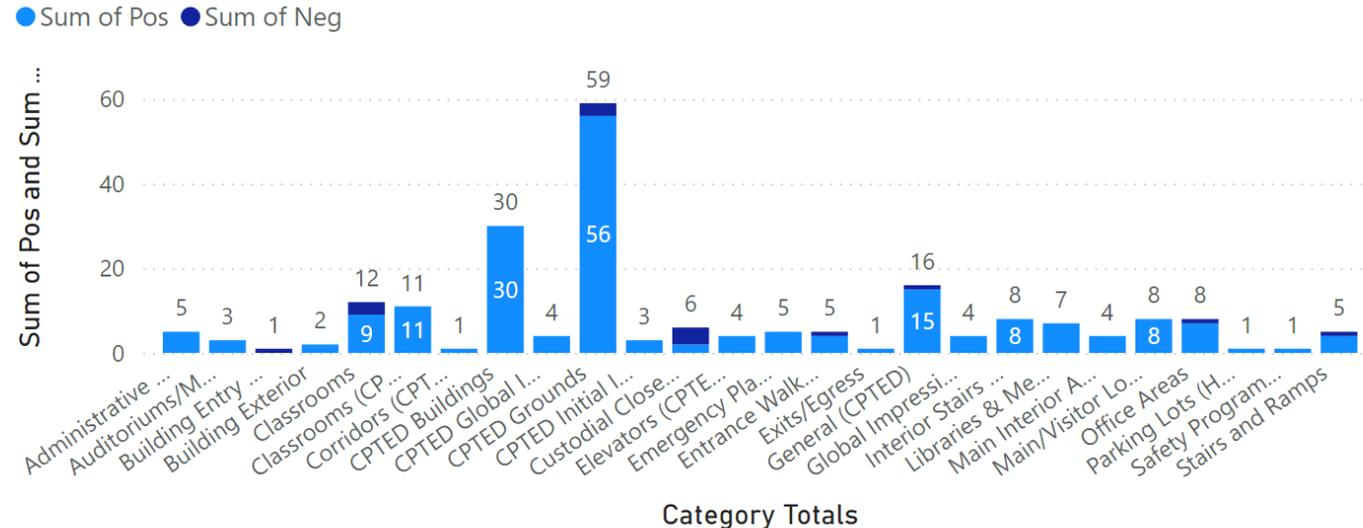
### Inspections per Month



### Observations per Location



### Observations by Inspection Category



### Total Positive Observations

199

### Total Open CATs

4

### Total Negative Observations

15

### Total Closed CATs

12

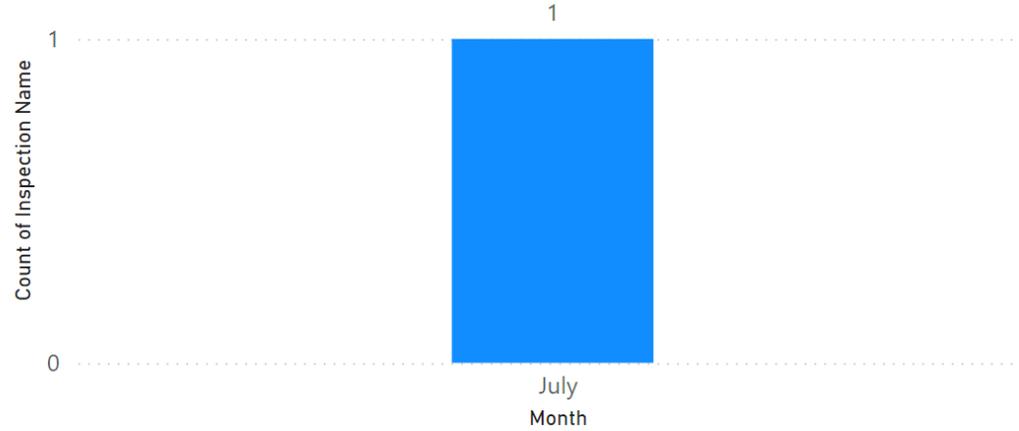
# SMCSIG Inspection Summary Dashboard: WOODSIDE ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

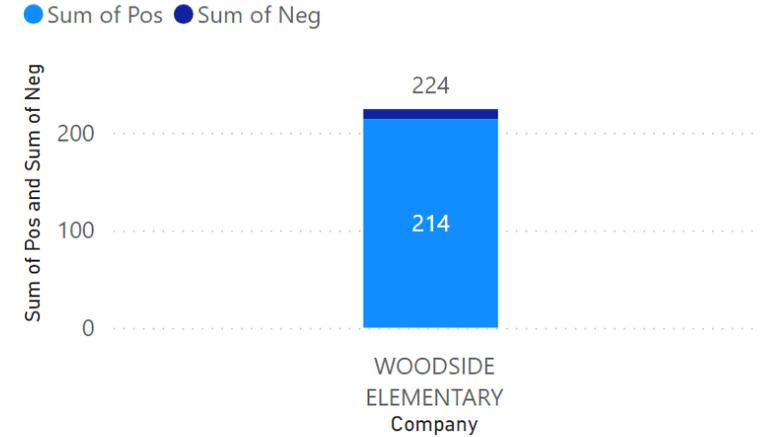
### Inpections Completed YTD

1

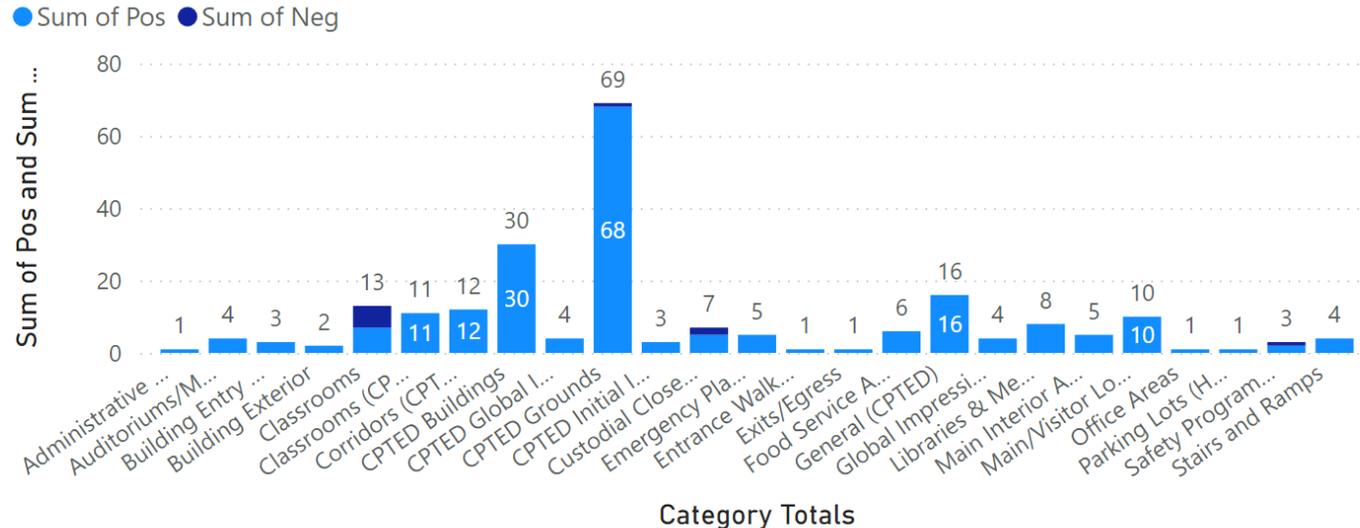
### Inspections per Month



### Observations per Location



### Observations by Inspection Category



### Total Positive Observations

214

### Total Open CATs

5

### Total Negative Observations

10

### Total Closed CATs

5

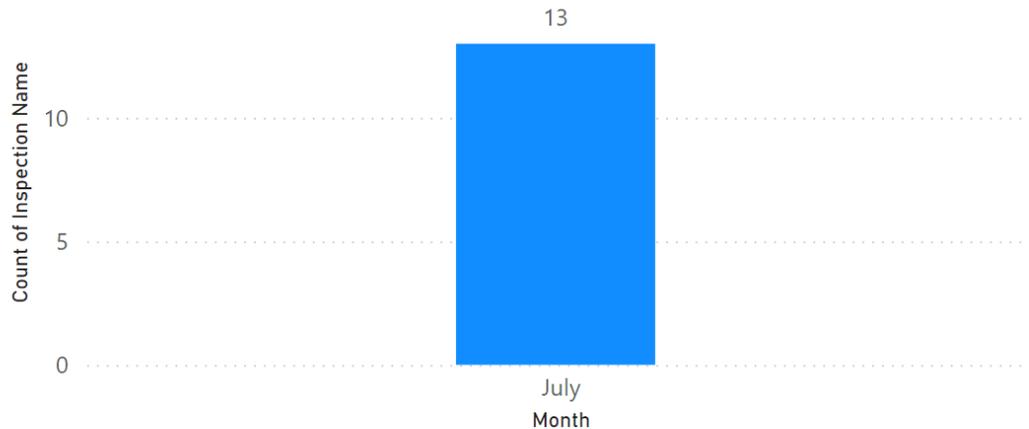
# SMCSIG Inspection Summary Dashboard: MILLBRAE ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

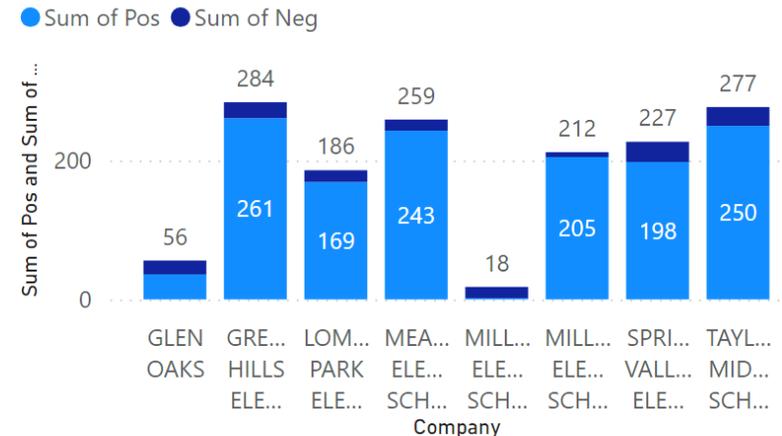
### Inpsctions Completed YTD

13

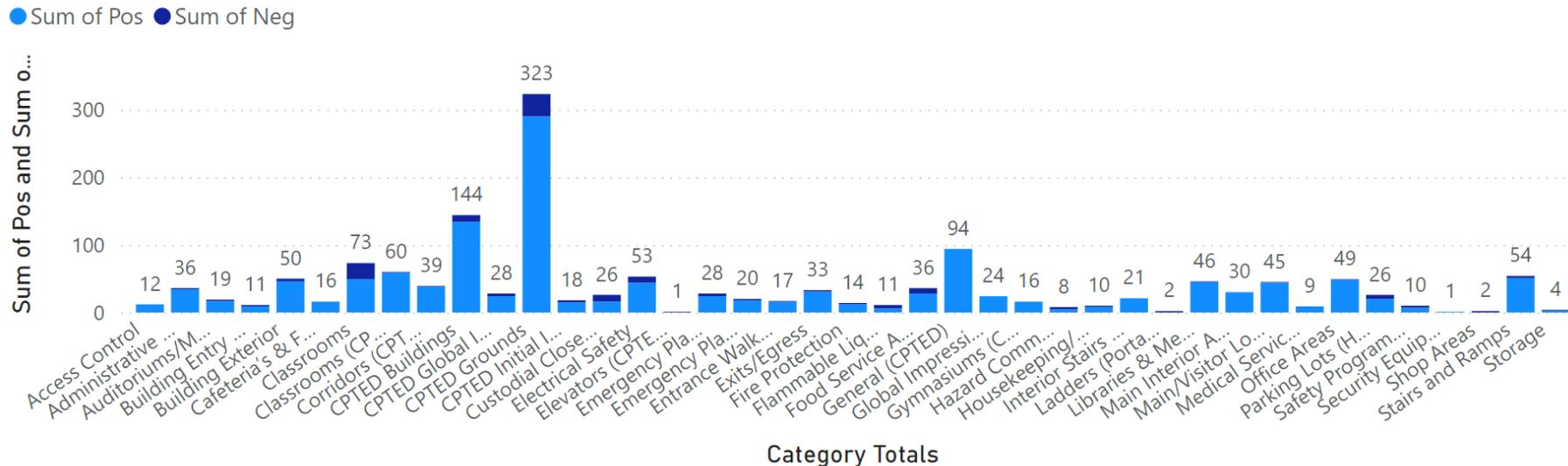
### Inspections per Month



### Observations per Location



### Observations by Inspection Category



### Total Pos Observations

1364

### Total Open CATs

96

### Total Neg Observations

155

### Total Closed CATs

59

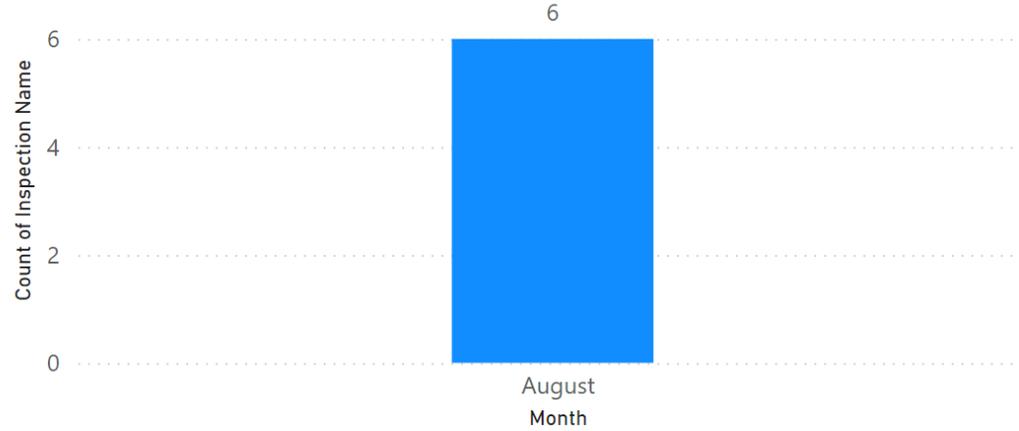
# SMCSIG Inspection Summary Dashboard: PORTOLA VALLEY ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

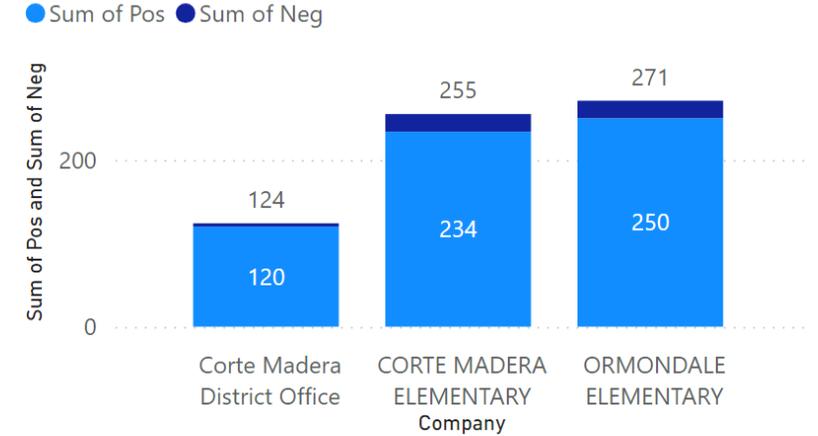
### Inpections Completed YTD

6

### Inspections per Month



### Observations per Location



### Total Pos Observations

604

### Total Open CATs

18

### Total Neg Observations

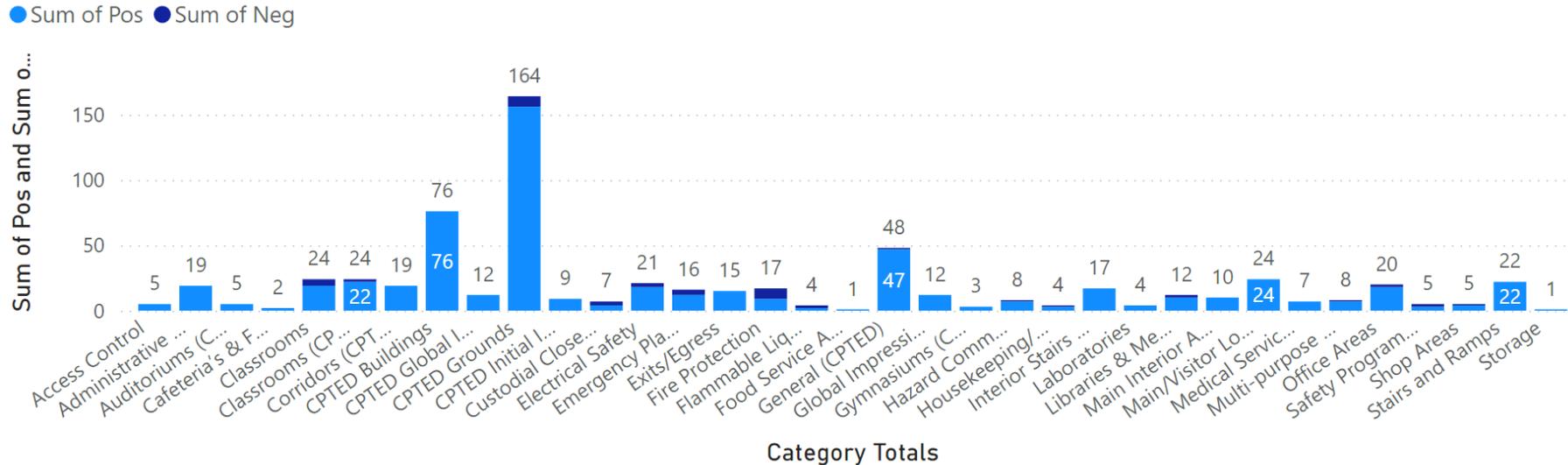
46

### Total Closed CATs

28

89

### Observations by Inspection Category



Category Totals

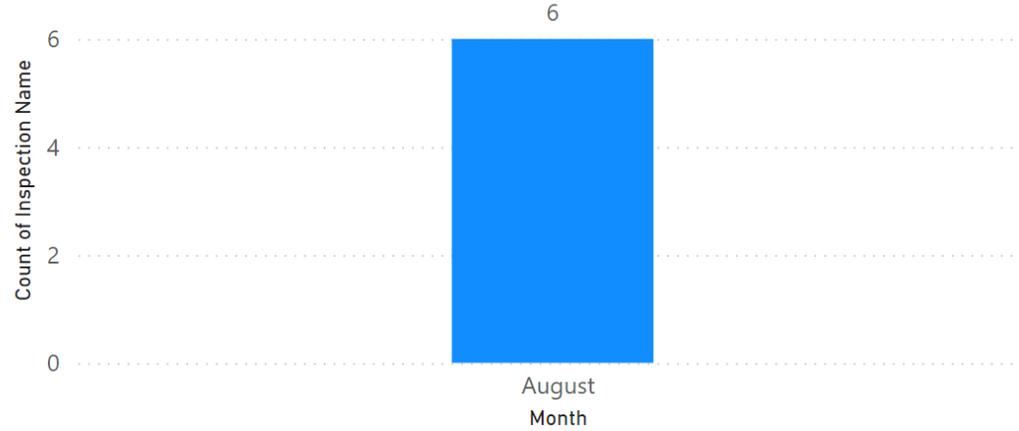
# SMCSIG Inspection Summary Dashboard: BRISBANE ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

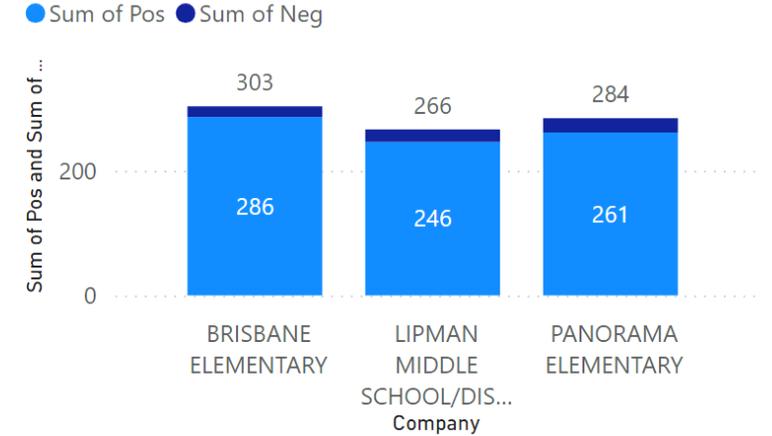
### Inpsections Completed YTD

6

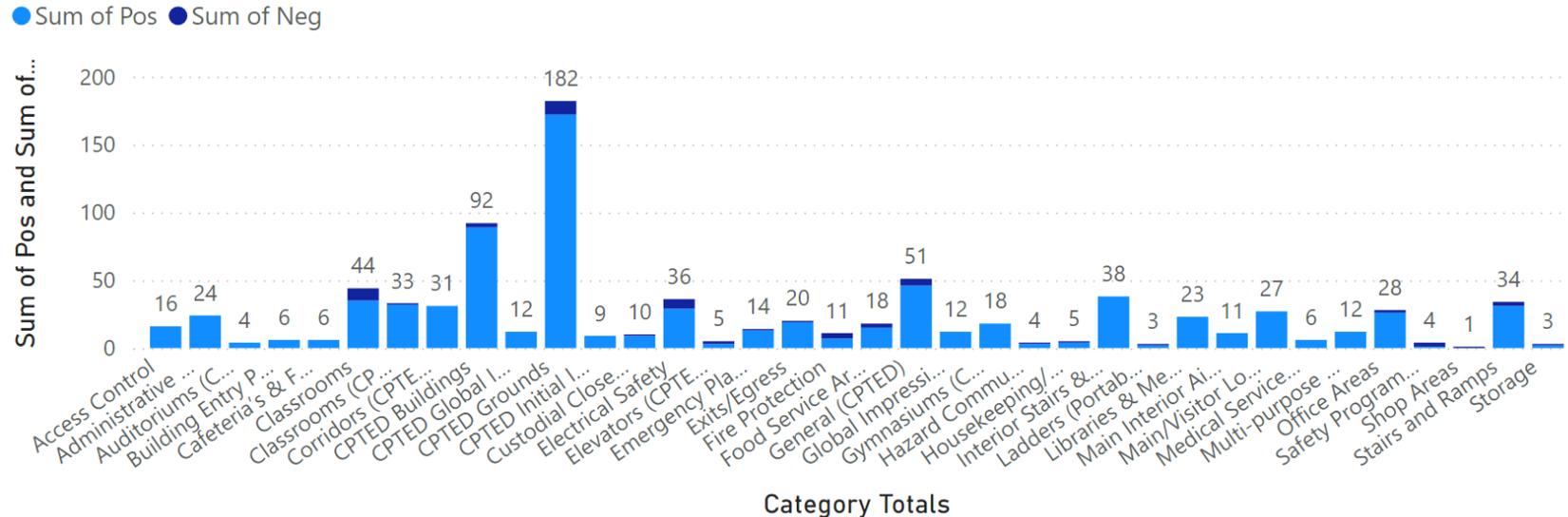
### Inspections per Month



### Observations per Location



### Observations by Inspection Category



### Total Positive Observations

793

### Total Open CATs

28

### Total Negative Observations

60

### Total Closed CATs

32

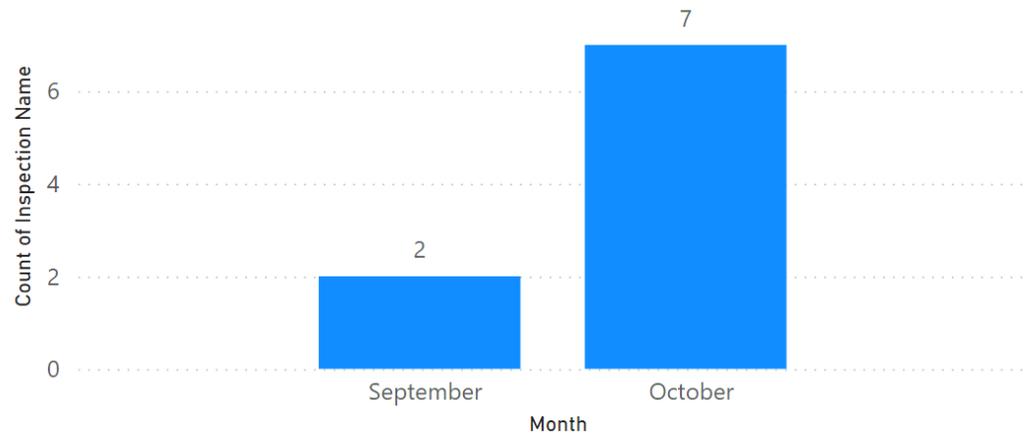
# SMCSIG Inspection Summary Dashboard: SAN CARLOS SCHOOL DISTRICT

Updated: 4/29/25

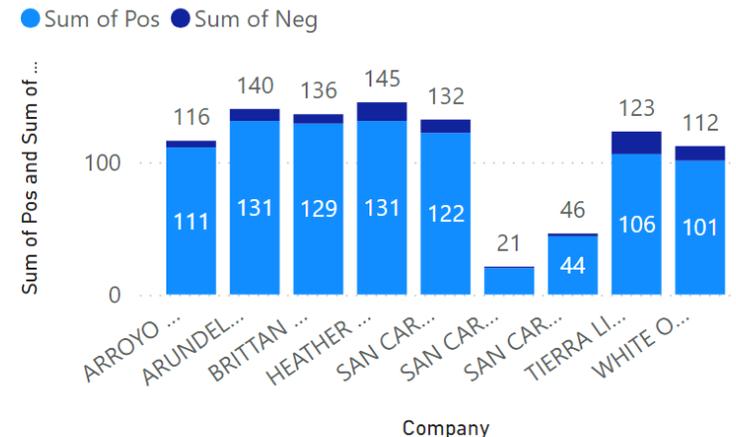
## Inpections Completed YTD

9

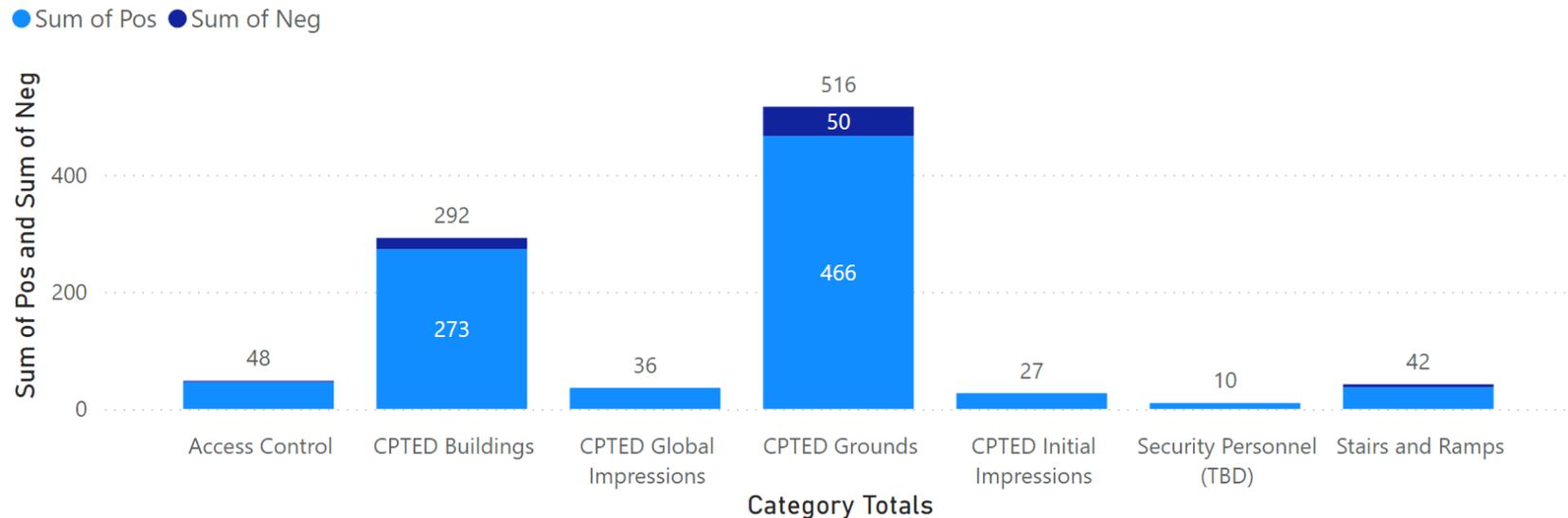
## Inspections per Month



## Observations per Location



## Observations by Inspection Category



## Total Positive Observations

895

## Total Open CATs

73

## Total Negative Observations

76

## Total Closed CATs

3

91

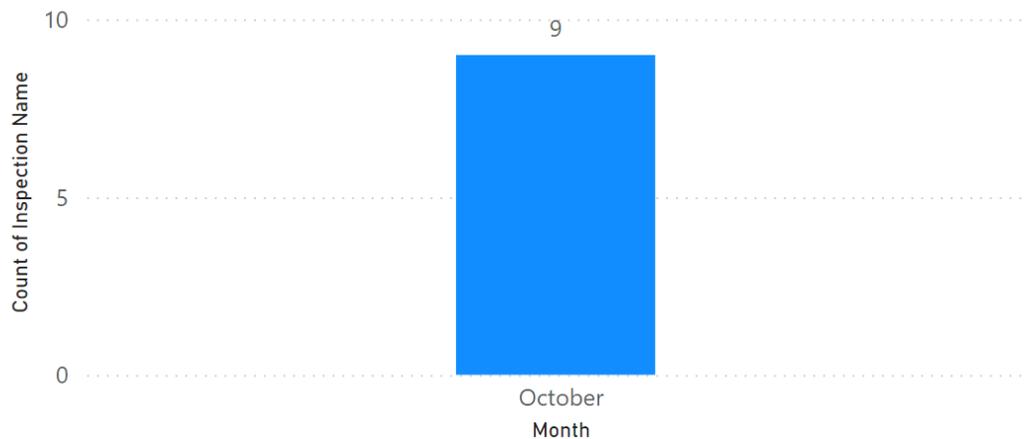
# SMCSIG Inspection Summary Dashboard: PACIFICA SCHOOL DISTRICT

Updated: 4/29/25

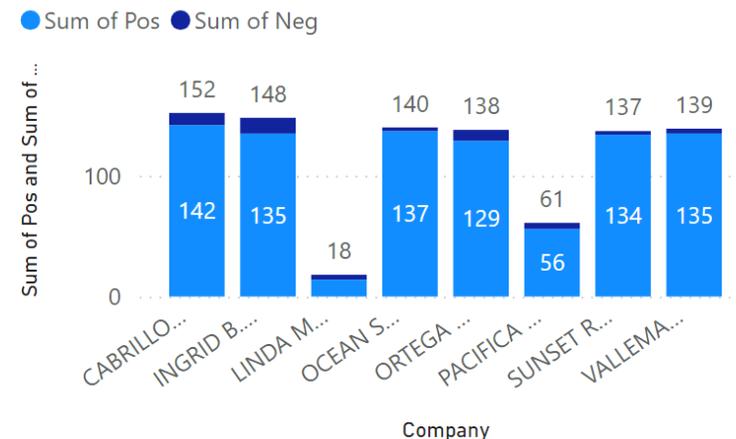
## Inpections Completed YTD

9

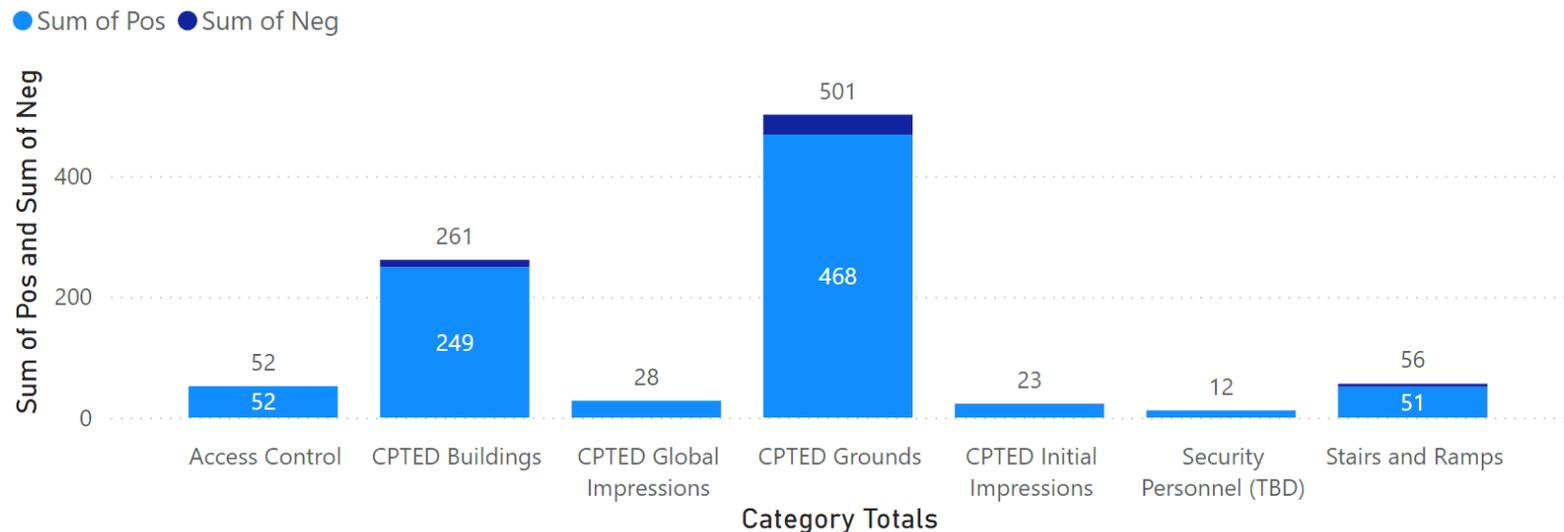
## Inspections per Month



## Observations per Location



## Observations by Inspection Category



## Total Positive Observations

882

## Total Open CATs

50

## Total Negative Observations

51

## Total Closed CATs

1

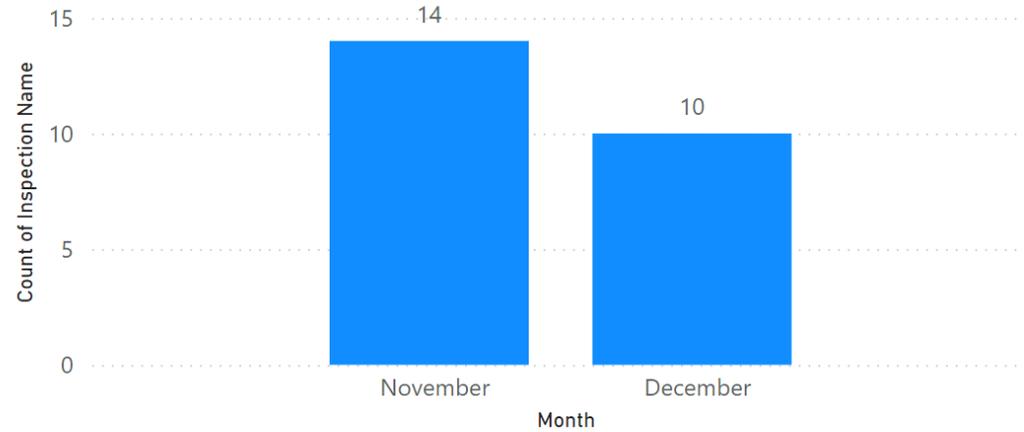
# SMCSIG Inspection Summary Dashboard: SAN MATEO-FOSTER CITY SCHOOL DISTRICT

Updated: 4/29/25

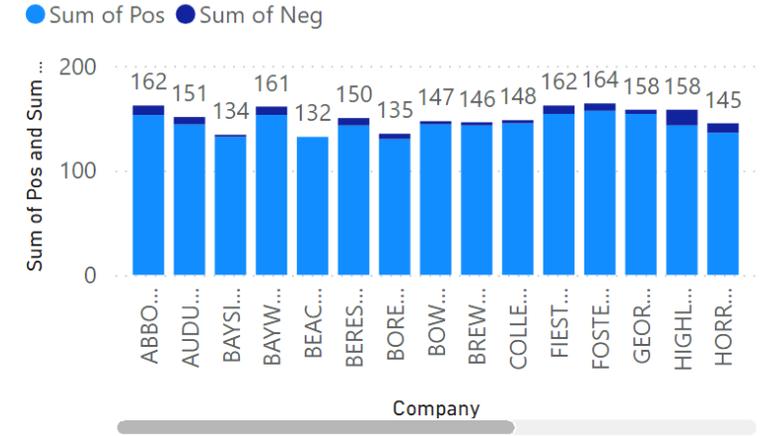
Inspections Completed YTD

24

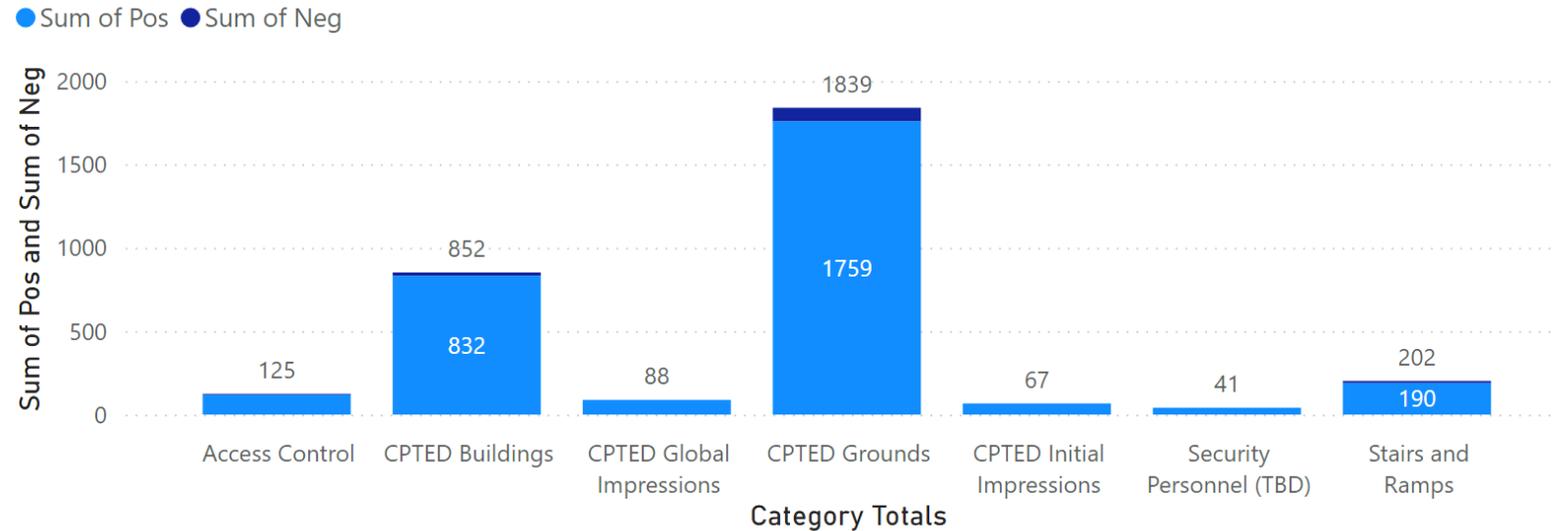
Inspections per Month



Observations per Location



Observations by Inspection Category



Total Positive Observations

3097

Total Open CATs

116

Total Negative Observations

117

Total Closed CATs

1

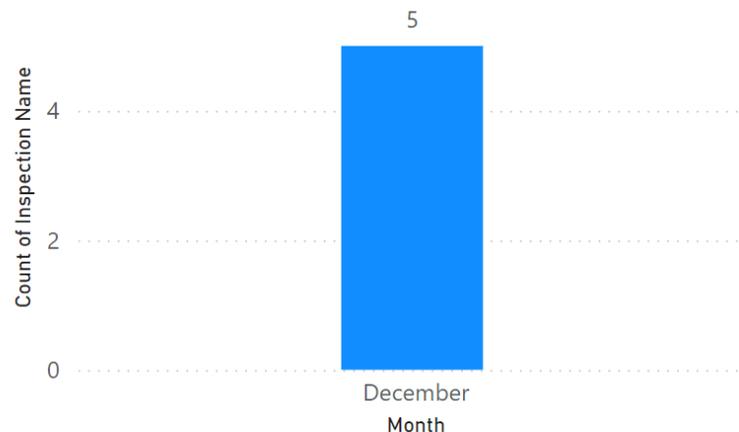
# SMCSIG Inspection Summary Dashboard: MENLO PARK CITY ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

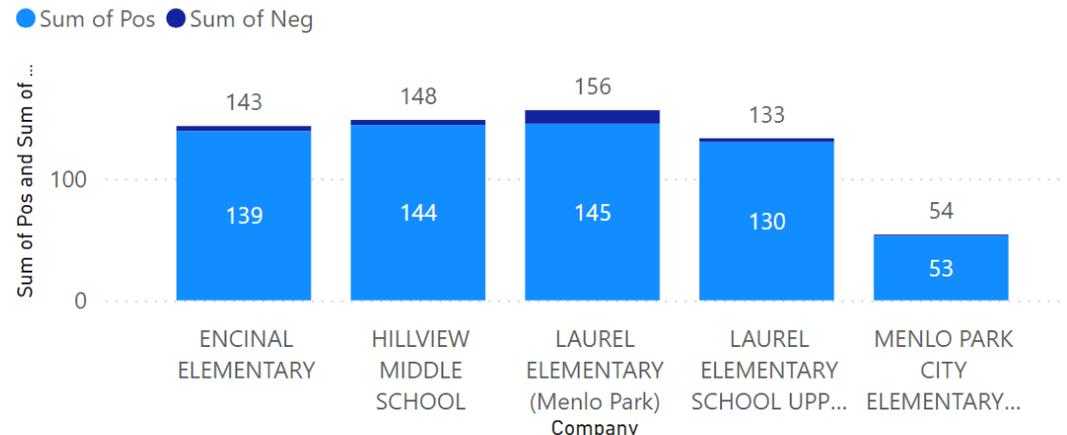
### Inspections Completed YTD

5

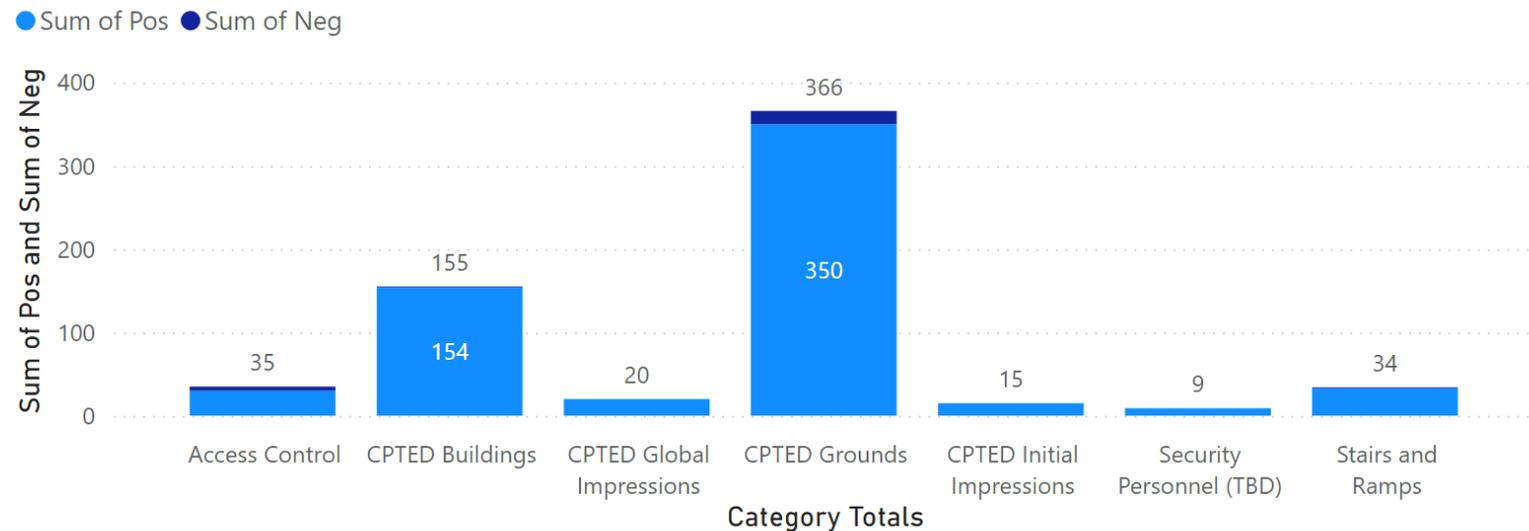
### Inspections per Month



### Observations per Location



### Observations by Inspection Category



### Total Positive Observations

611

### Total Open CATs

23

### Total Negative Observations

23

### Total Closed CATs

(Blank)

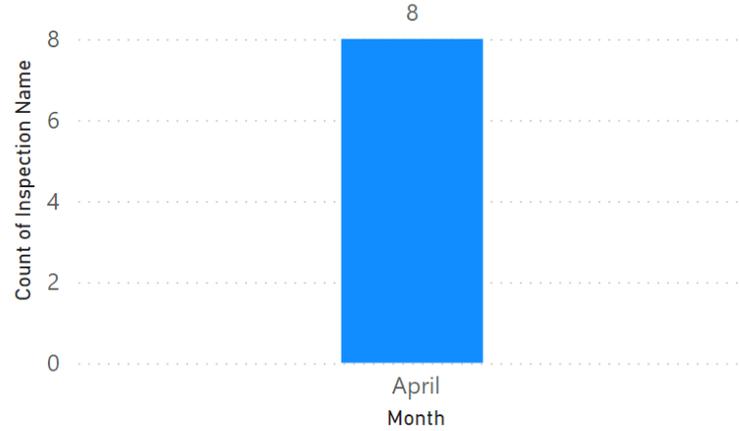
# SMCSIG Inspection Summary Dashboard: BURLINGAME ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

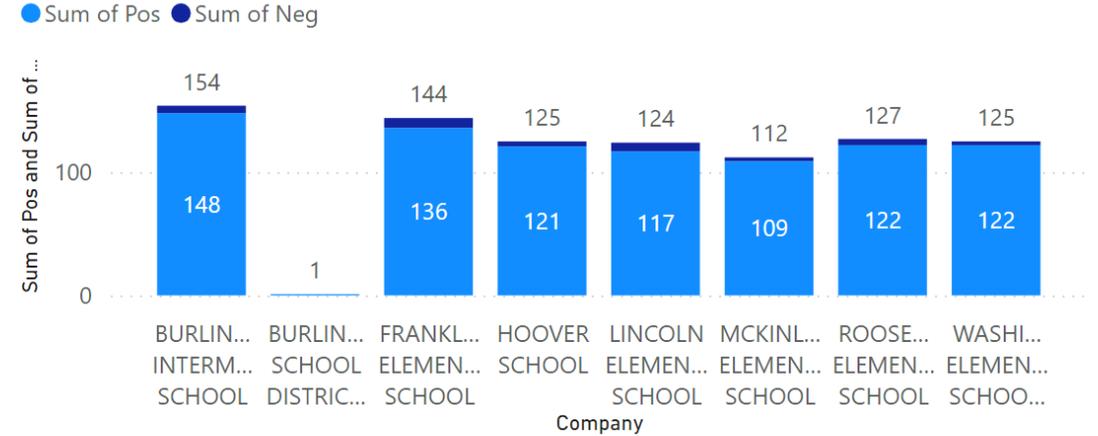
### Inpections Completed YTD

8

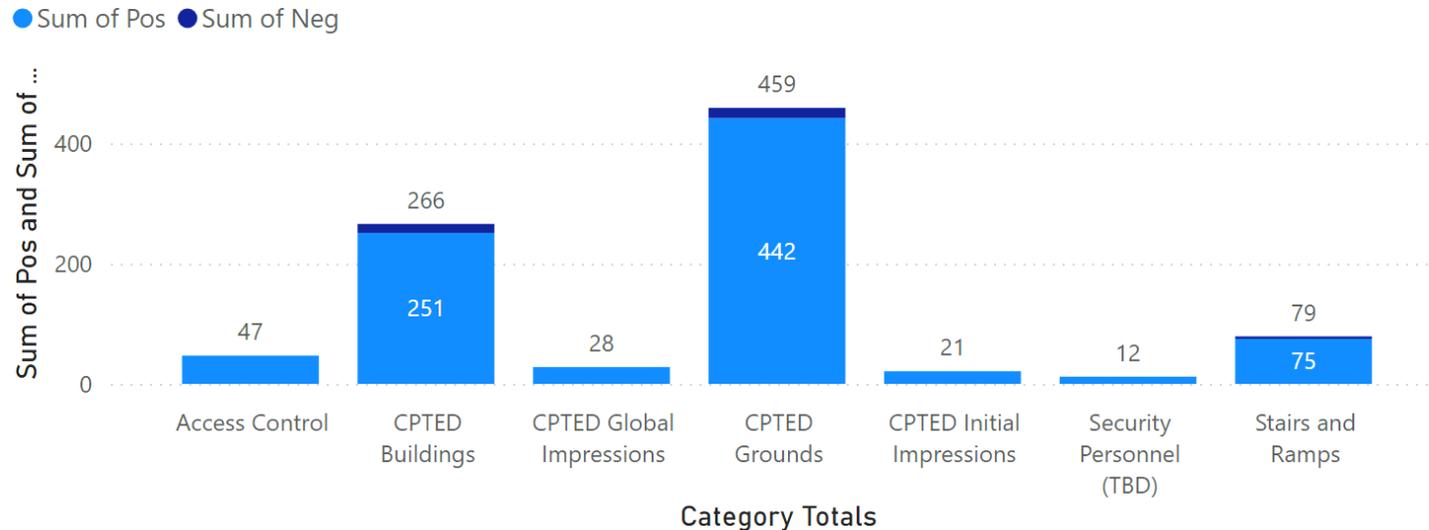
### Inspections per Month



### Observations per Location



### Observations by Inspection Category



### Total Positive Observations

876

### Total Open CATs

36

### Total Negative Observations

36

### Total Closed CATs

(Blank)

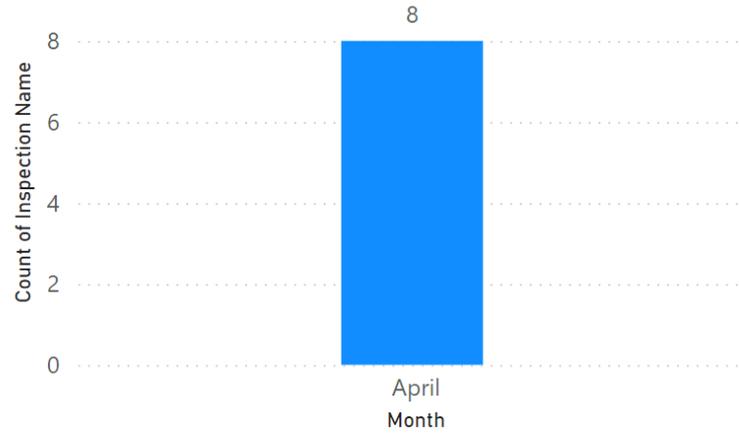
# SMCSIG Inspection Summary Dashboard: BELMONT-REDWOOD SHORES ELEMENTARY SCHOOL DISTRICT

Updated: 4/29/25

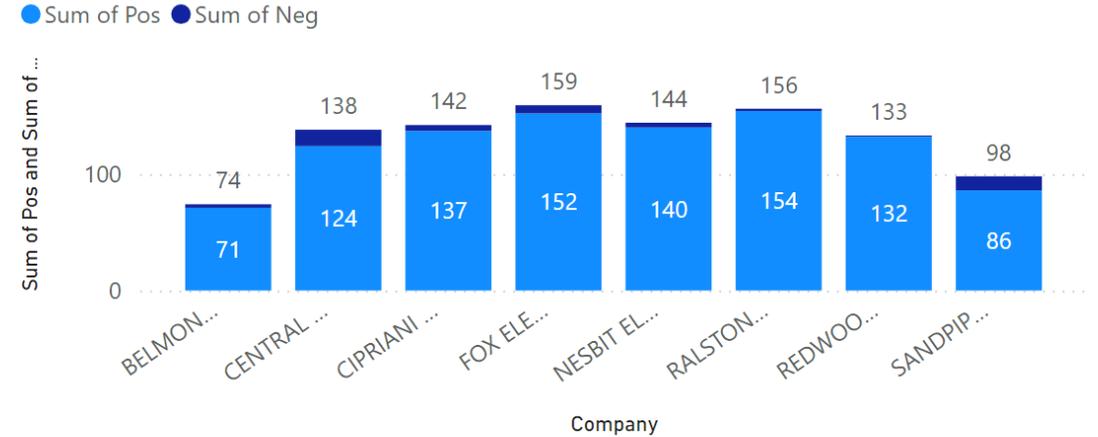
### Inspections Completed YTD

8

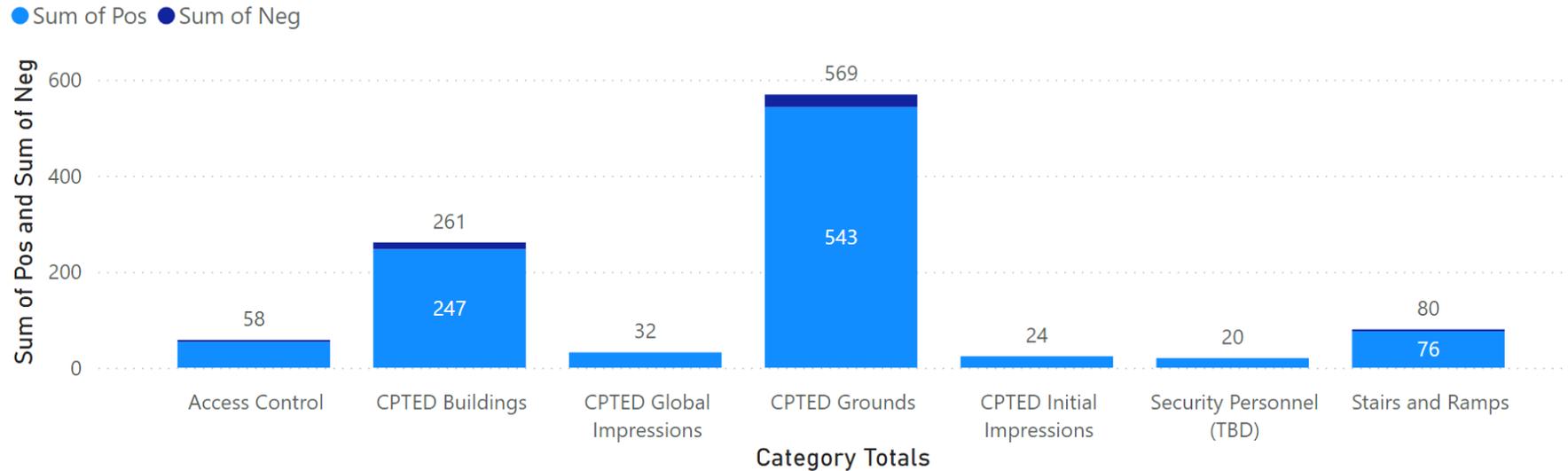
### Inspections per Month



### Observations per Location



### Observations by Inspection Category



### Total Positive Observations

996

### Total Negative Observations

48

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Title:** Executive Directors Report

**Action**

**Item Number:** G3

**Consent**

**Title:** Liability and Property Program 5 – Year Update

**Information**

**Background**

SMCSIG has been self-insured for property and liability since 1993 with a current retention at \$250K. For the Liability program, SMCSIG has excess coverage above its SIR up to \$55M from multiple excess carriers. For the Property program, SMCSIG obtains excess coverage through APIP.

We use lottery ADA for rating, same as PRISM and SELF.

Policy Year	ADA	Change	TIV	Change	SIR		Bud. Contr.	Change	% of SIR	
					Funding	Change			Funding	
2018-19	90,666		4,276,175		\$ 2,097,618		\$ 6,635,895			
2019-20	90,042	-0.7%	4,580,829	7.1%	2,549,611	21.5%	\$ 8,250,381	24.33%	31%	
2020-21	88,160	-2.1%	4,648,783	1.5%	3,212,769	26.0%	\$ 10,262,560	24.39%	31%	
2021-22	89,806	1.9%	5,064,552	8.9%	3,254,377	1.3%	\$ 12,409,438	20.92%	26%	
2022-23	90,015	0.2%	5,515,114	8.9%	3,663,377	12.6%	\$ 14,499,927	16.85%	25%	
2023-24	80,183	-10.9%	6,425,831	16.5%	3,734,816	2.0%	\$ 17,837,012	23.01%	21%	
2024-25	79,727	-0.6%	6,643,927	3.4%	3,789,396	1.5%	\$ 20,694,200	16.02%	18%	
2025-26*	79,442	-0.4%	6,043,961	-9.0%	4,621,999	22.0%	\$ 22,400,452	8.25%	21%	

\* Based upon preliminary budget.

The pooled funding layer contributions are about 20% of the overall budgeted contributions. The remaining costs are excess premiums and JPA cost. The percentage of SIR funding layer has increased by 22% from the prior year. However, excess premiums are still the primary driver for increase in contributions.

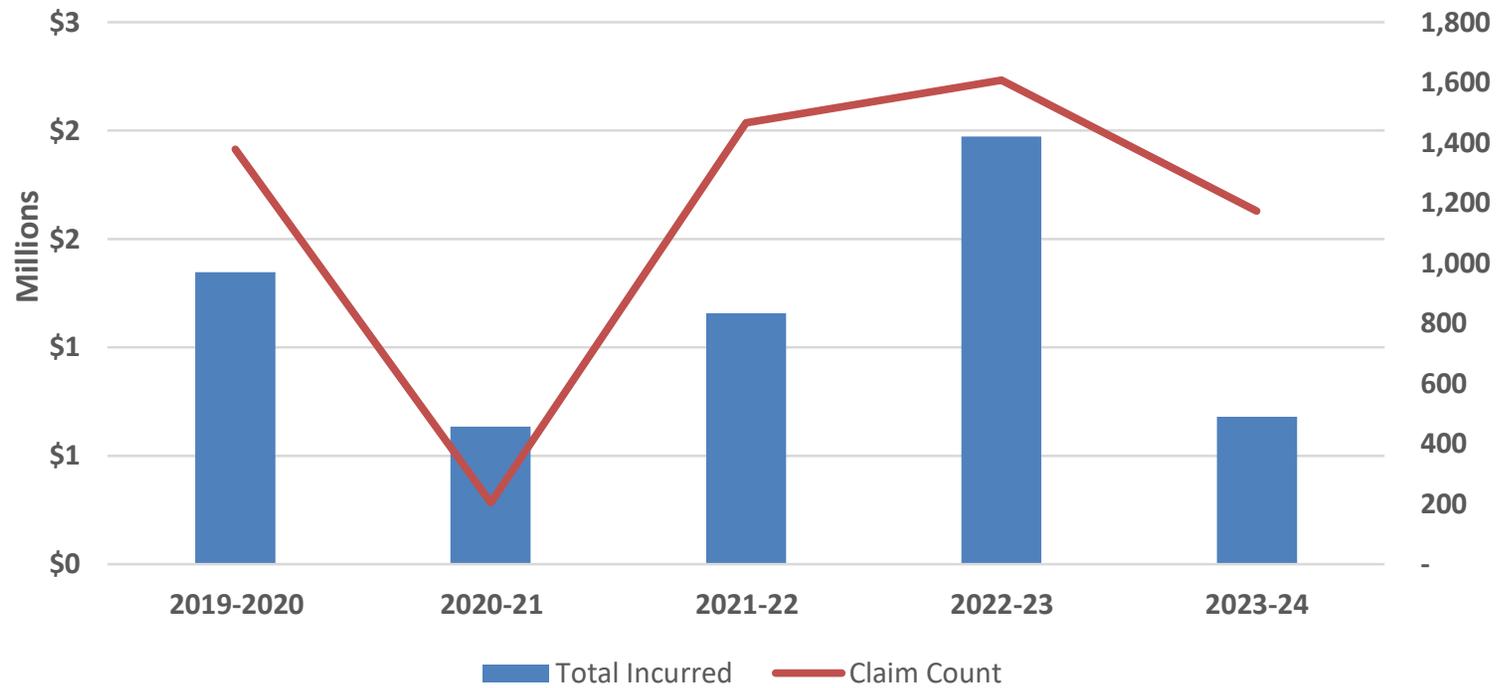
**Attachment:** Liability and Property loss analysis

**Fiscal Impact:** None

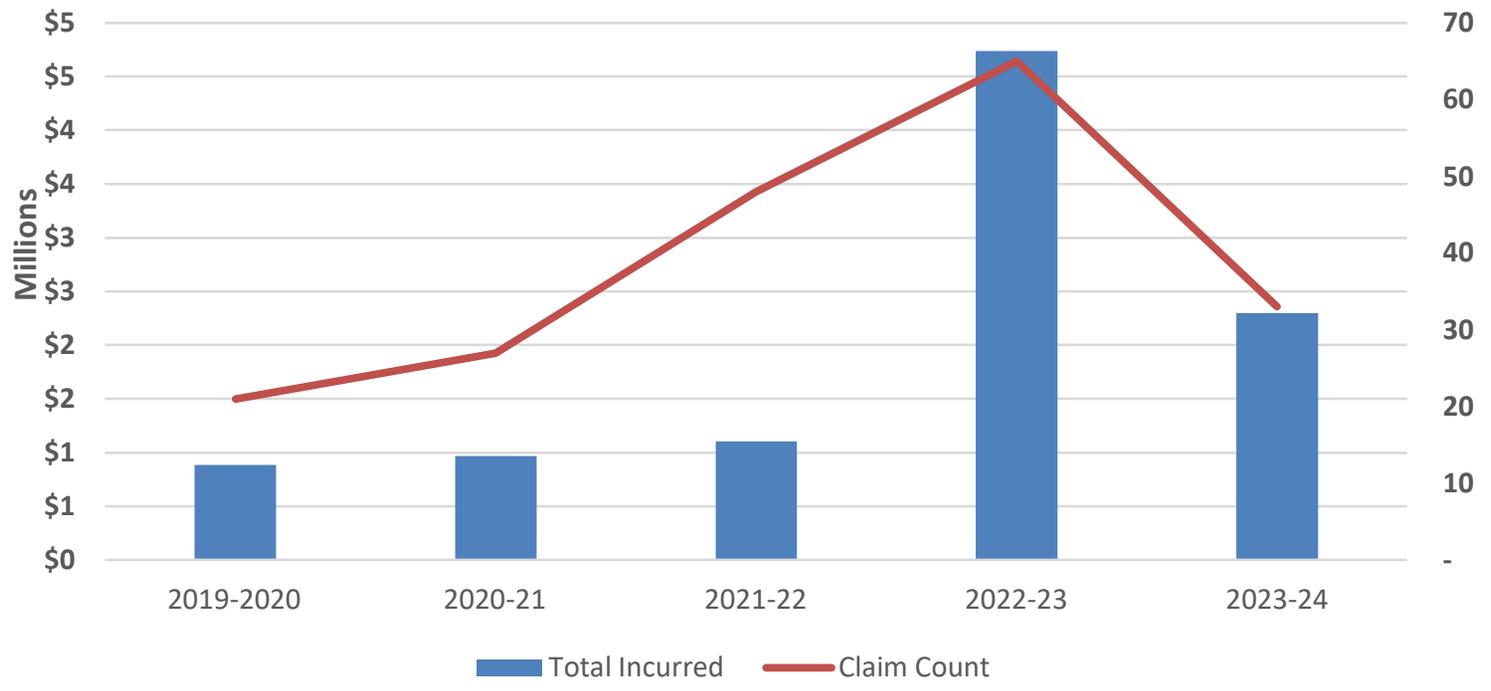
**Recommendation**

Information Only.

### General Liability 5 Year Total Incurred and Claims Count



### Property 5 Year Total Incurred and Claims Count



**San Mateo County School Insurance Group**

**General Liability - Top Five Types of Claims**

**Last Five Program Years**

**Loss Data as of March 31, 2025**

Types of Injury	2019-2020		2020-21		2021-22		2022-23		2023-24		Total Paid	Total Incurred
	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred		
General Liability	480,365	697,217	47,134	47,134	293,799	293,799	147,505	967,075	3,284	69,061	972,086	2,074,286
Employment Practices Liability	536,781	536,781	567,474	567,474	400,364	519,733	10,469	100,000	20,156	175,000	1,535,245	1,898,988
Sexual Abuse and Molestation (SAM)	40,442	69,401			6,870	250,000	19,147	305,000	11,308	175,000	77,766	799,401
Bodily Injury					41,020	50,000	30,625	471,892	3,472	205,498	75,118	727,390
Automobile Liability	43,405	43,405	15,530	15,530	2,491	2,491	72,187	72,187	28,795	32,795	162,408	166,408
<b>Total</b>	<b>\$ 1,100,992</b>	<b>\$ 1,346,804</b>	<b>\$ 630,138</b>	<b>\$ 630,138</b>	<b>\$ 744,544</b>	<b>\$ 1,116,023</b>	<b>\$ 279,933</b>	<b>\$ 1,916,154</b>	<b>\$ 67,015</b>	<b>\$ 657,353</b>	<b>\$ 2,822,622</b>	<b>\$ 5,666,473</b>
% of total cost	100%	100%	99%	99%	95%	96%	86%	97%	88%	97%	<u>97%</u>	<u>98%</u>

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

<b>Department:</b> <u>Executive Directors Report</u>	<input type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> G4	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>Liability Claims Lessons Learned</u>	<input checked="" type="checkbox"/>	<b>Information</b>

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**Background**

Employment claims are costly to defend and the numbers have trended upward this year. Lawsuits and tort claims surrounding violation of civil rights, failure to accommodate and wrongful termination provided valuable learning lessons about how these claims should be managed and addressed before litigation. The presentation will summarize lessons learned and the challenges with defending these cases.

**LIABILITY:EMPLOYMENT**

- 8 claims were received in the 24-25 year.
- A total of 14 EPL claims are currently open pending resolution

**Recommendation**

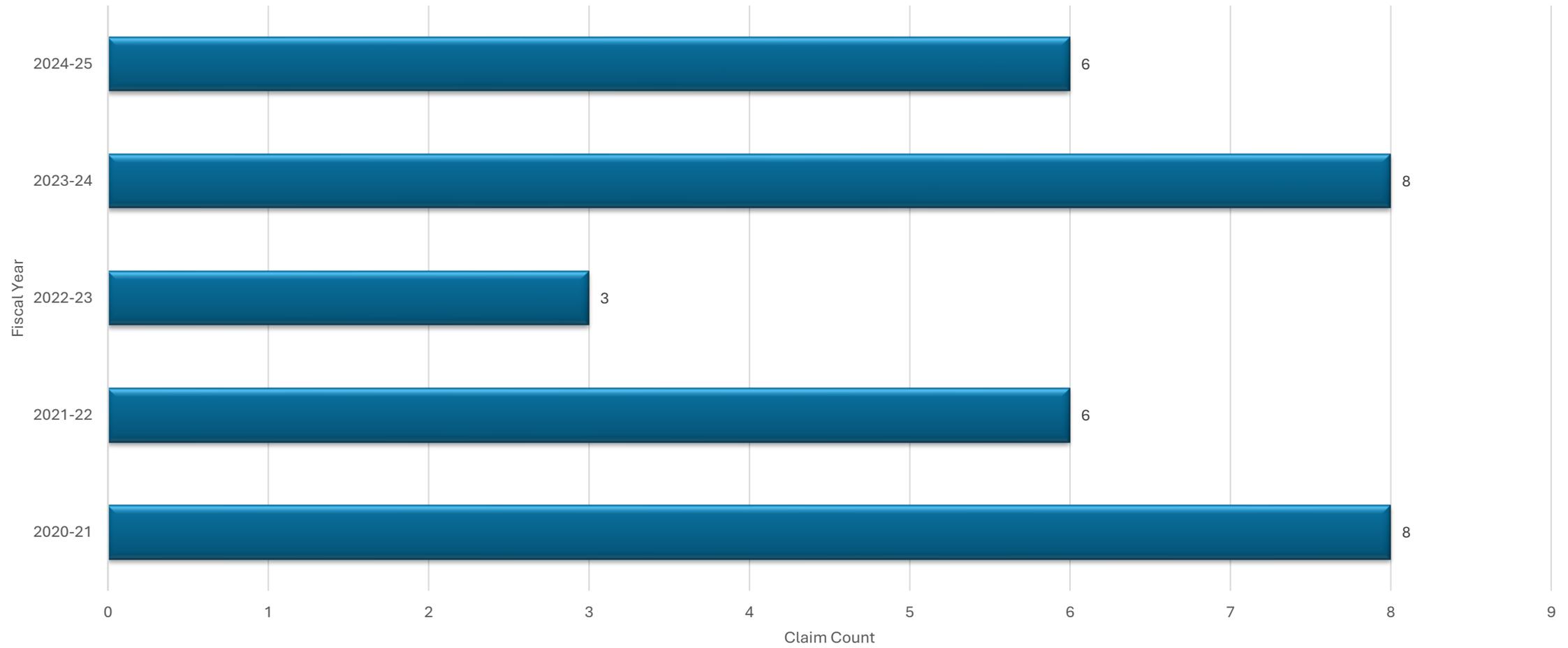
For information only.



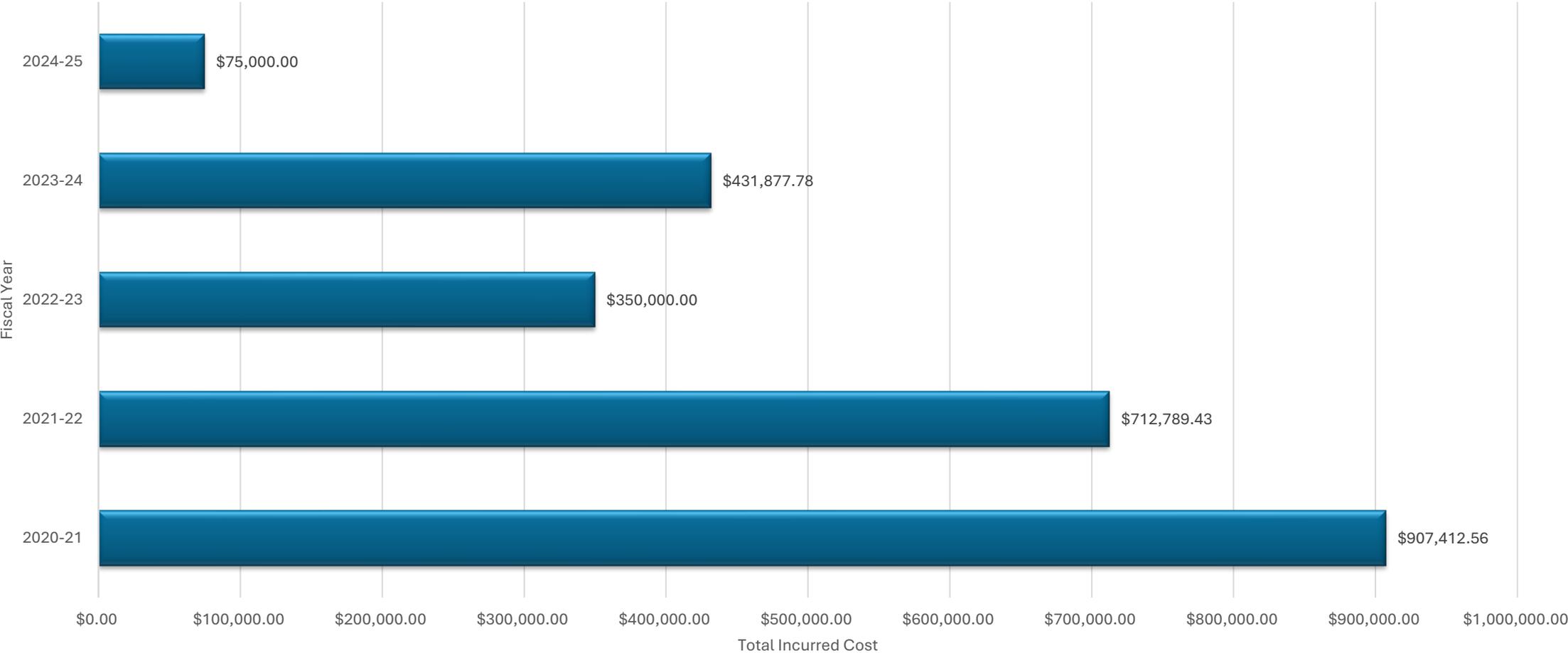
## EMPLOYMENT CLAIMS AND LESSONS LEARNED



# EPL Claim Count Per Fiscal Year



# Total Incurred



# EMPLOYMENT CLAIMS STATUS

	Open	Closed	Total Claims
<b>2020-21</b>	0	8	<b>8</b>
<b>2021-22</b>	2	4	<b>6</b>
<b>2022-23</b>	3	0	<b>3</b>
<b>2023-24</b>	4	4	<b>8</b>
<b>2024-25</b>	6	0	<b>6</b>

# EMPLOYMENT LITIGATION

- **Failure to Accommodate**

- NO Records/Tracking
- NO documented interactive process
- Changes in Administration
- Lack of follow-up

- **Probationary Employees**

- Lack of documentation
- Letters of recommendation
- Performance Reviews
- Document, Document, Document.



# EMPLOYMENT LITIGATION

- **Writ Of Mandates**
  - Injunctions
  - Defense coverage limit \$100k
  - 2 EPL Writ of Mandates pending
  - (wrongful termination)
- **Violation of Civil Rights**
  - Attorney Fee Exposure Cases
  - Investigation



# EMPLOYMENT LITIGATION RESOURCES

Training and  
Webinars

PRISM EPL  
Attorneys

EPL  
Reference  
Materials H/R



**THANK YOU**



**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

<b>Department:</b> <u>Administration of The Organization</u>	<input checked="" type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> H1	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>Executive Committee Election</u>	<input type="checkbox"/>	<b>Information</b>

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**Background**

Pursuant to the San Mateo County Schools Insurance Group (SMCSIG) Bylaws, Article III Executive Committee, Section C.3. it states:

The eight-member Executive Committee is elected by the JPA Board. There is one vacancy on the Executive Committee Board. The current members are as follows:

- Patrick Gaffney, Chief Business Official  
San Mateo-Foster City School District
- Kevin Bultema, Deputy Superintendent, Business Services  
San Mateo County Office of Education
- Valerie Miller, Director Fiscal Services  
San Mateo Union High School District
- Amy Wooliever, Superintendent  
La Honda-Pescadero School District
- Roberta Zarea, Superintendent  
Portola Valley School District
- Aida Gamba, Business & Operations Manager  
Brisbane School District
- Tina Van Raaphorst, Deputy Superintendent, Business Services  
Jefferson Union High School District

SMCSIG solicited nominations to the CBO and Superintendents and received no nominations for the vacant position.

The election of the Executive Committee and Committee Positions is reserved exclusively to the full JPA Board. In order to vote, the designated representative to the full JPA Board must be present at the meeting.

In September another election will be held to fill 2 additional positions that will become vacant, one being a Superintendents position, that Superintendent’s group will designate a representative for. If the current vacation position is not filled at this meeting, there will be a total of 3 positions of one being a Superintendent’s position.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

<b>Department:</b> <u>Administration of the Organization</u>	<input checked="" type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> H2	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>Structured Equity Utilization Statement</u>	<input type="checkbox"/>	<b>Information</b>

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**Background**

The San Mateo County Schools Insurance Group ("SMCSIG") is committed to maintaining long-term rate stability for its member districts. Capital accumulation is a strategic necessity to address market volatility and catastrophic loss scenarios. When capital exceeds prudent targets (Capital Target Statement), a structured Equity Utilization to members may be warranted. As part of Best Practices, this policy outlines the framework for evaluating, approving, and implementing equity utilization consistent with the SMCSIG's financial objectives and fiduciary obligations.

Note the revisions to approved Capital Target Statement.

The Executive Committee has reviewed and recommended the JPA Board to approve the Capital Target Statement and Structured Equity Utilization Statement.

**Recommendation**

It is recommended that the JPA Board approve the revision to Capital Target Statement and approve the Structured Equity Utilization Statement, as recommended by the Executive Committee.

## CAPITAL TARGET STATEMENT

The primary goal of the San Mateo County Schools Insurance Group (Group) is stability of insurance rates. This goal is achieved by planning ahead and effectively utilizing resources to maintain stable insurance rates over the long term in good and bad markets. The insurance industry is dynamic with adverse losses and market rates changing from year to year. In an attempt to stabilize rates over the long term, it is necessary and appropriate to set a capital target for each program. This target would specify what minimum positive equity balance the JPA would like to maintain in each program. The positive net position balance would provide contingency funds to mitigate and offset future increases that are inevitable when an inordinate amount of losses occurs or the insurance market hardens or both items occur simultaneously. In an insurance pool, a contingency is critical because a cluster of catastrophic losses can happen. Therefore, it is prudent to maintain a contingency in the form of net position over and above yearly projected losses to mitigate a string of catastrophic losses and their effect on JPA rates and member districts. Finally, market and claim issues may require different insurance structures that may put more demands on capital; changes in self-insured retention, sub limits on certain losses or annual aggregates. These create a need for capital to meet the demands of future structural changes.

### **Workers Compensation**

An annual actuarial analysis will be performed each year to determine the expected outstanding liabilities at year ending June 30. This expected number equates to a central estimate (50%-60% confidence level) that will be recorded on the financials. The expected level is used because the accounting requirements don't want a pool to over or under estimate the liabilities. The expected level would cause the JPA to record the most likely outcome. To provide a contingency over and above the expected losses, we will set a minimum target of 80% confidence level for rate setting. The capital target will be a minimum of the 90% confidence level and five times the Self-Insured Retention (SIR) In this manner the JPA will provide for the contingencies of unfavorable loss development or other unexpected expenses. Our long-term (Upper Bounds) capital target will be the 1:200 test as provided by the actuary 99.5% confidence level. Since it will be likely in the future that the self-insured retention or program structure may change, management will provide annually additional solvency benchmarks to monitor the strength of the pool and the ability to withstand changes.

### **Property/Liability**

To provide a contingency over and above the expected losses, we will set a minimum target of 80% confidence level for rate setting, *and a parallel exposure measure will be the Property/Liability Program should maintain positive equity over and above expected losses equal to or greater than seven (7) times the SIR.* An annual actuarial analysis will be performed each year to determine the expected outstanding liabilities at year ending June 30. This expected level equates to a central estimate (50% -60% confidence level) that will be recorded on the financials. Our contingency should be greater than the expected level by a minimum 7 times our SIR. . Our long-term (Upper Bounds) capital target will be the 1:200 test as provided by the actuary 99.5% confidence level. Since it will be likely in the future that the self-insured retention or program structure may change, management will provide annually additional solvency benchmarks to monitor the strength of the pool and the ability to withstand changes.

### **Delta Dental**

This program is self-funded with no stop-loss coverage. The rates for this program are dependent on claims experience and utilization which can vary from year to year. The claim lag or runout for dental is roughly two (2) to five (5) months. This is the time between dates of service and payment by Delta Dental. A capital target of five (5) months of paid claims will be maintained. The figure will be noted on the financials at the year ending June 30 and will be based on the average of the previous twelve (12) months of claims. In addition, we will target equity at 25% of the annual contributions as a measurement benchmark of capital to cover variability these two benchmarks will be added together for a capital target and be considered upper bounds-

### **Vision Service Plan**

This program is self-funded with no stop-loss coverage. The rates for this program are dependent on claims experience and utilization which can vary from year to year. The claim lag or runout for vision is roughly two (2) to five (5) months. This is the time between dates of service and payment by VSP. In addition, we will target equity at 25% of the annual contributions as a measurement benchmark of capital to cover variability these two benchmarks will be added together for a capital target and be considered upper bounds.

### **Health Consortium**

This is a pass-through group purchase program. No target equity is established for this program.

### **Unemployment Program**

This program is self-funded with no stop-loss coverage. The school districts pay into the Unemployment Insurance Fund (School Employees Fund) via a tax rate which is merit rate based on their experience. The Group contracts with an outside company to provide administration services. The administration fee is around \$22,000 annually. There is no contingency reserved for this program.

### **FUNDING BENCHMARKS**

In addition to the programs maintaining contingency fund as stated above, other benchmark ratios will be utilized to ensure prudent funding levels be maintained. The programs will endeavor to meet the following target ratios:

• **Equity to SIR**

**Target  $\geq 5:1$**

This ratio is a measure of the maximum amount equity could decline due to a single full limit loss. A high ratio is desirable.

• **Net Premium to Equity**

**Target  $\leq 2:1$**

This ratio measures whether adverse loss development can be absorbed by new premium. (Net premium equals premium received by the Group, less premium paid by the Group to others.)

• **Claims Liabilities to Equity**

**Target  $\leq 3.5:1$**

This ratio is a measure of how equity is leveraged against total reserves. A low ratio is desirable.

• **Capital higher than confidence level minimum**

**Target  $\geq 90\%$**

This ratio measures funding above contingency level as required by board.

Long-term monitoring benchmarks for the Workers' Compensation Program and the Property/Liability Program will be 1:50, 1:100 and 1:200 event benchmarks. These benchmarks will be monitored and reported to the board annually.

## Structured Equity Utilization Statement

The San Mateo County Schools Insurance Group ("SMCSIG") is committed to maintaining long-term rate stability for its member districts. Capital accumulation is a strategic necessity to address market volatility and catastrophic loss scenarios. However, when capital exceeds prudent targets (**Capital Target Statement**), a Structured Equity Utilization (SEU) statement may be warranted. This statement outlines the framework for evaluating, approving, and implementing the equity utilization consistent with the SMCSIG's financial objectives and fiduciary obligations.

The Board of Directors acknowledges there is a high degree of uncertainty in the annual actuarial estimates due to the possibility of occasional catastrophic claims and volatility in case reserving. Therefore, the Board of Directors desires to fund the SMCSIG program in a safe and secure manner. It is the policy of SMCSIG to conservatively fund its programs to maintain sufficient assets to pay all losses, avoid substantial fluctuations to contributions, prepare for structure/coverage changes, develop, or introduce loss prevention programs, and reduce the likelihood of assessments.

To fund program years in a fiscally prudent manner, the SMCSIG Board funds at an actuarially determined confidence level as determined by the Capital Target Statement and resolves to maintain equity for each program according to the statement.

### **Guiding Principles**

1. **Capital First:** The Group must meet all capital target thresholds and benchmarks before considering a structured equity utilization.
2. **Stress-Tested Confidence:** Surplus must withstand adverse stress scenarios and pass actuarial validation.
3. **Preserve Stability:** SEU must not compromise the Group's rate stability mission or financial flexibility.
4. **Equity Evaluation:** Management will provide an evaluation of equity position annually and provide recommendations for utilization where the equity position is above the upper bounds of the Capital Target guidelines.
5. **Equitable Distribution:** SEU allocations shall reflect each member's proportional contribution over time.

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### **Governance & Approval**

- **Annual Review:** Conducted by Executive Committee following actuarial and financial reports.
- **Recommendation:** The Executive Committee reviews and proposes a utilization plan, if any, of SEU that is above the upper bounds of the Capital Target Statement and measures.
- **Approval:** Board of Directors approval required by majority vote.

- **Monitoring:** Long-term benchmarks (1:50, 1:100, 1:200) as may be prescribed in the Capital Target Statement tracked and reported annually.
- 

## **Utilization Methodology**

### **Structured Equity Utilization Calculation**

- Surplus is defined as capital in excess of long-term targets for the Workers' Compensation and Property/Liability Program. For Dental and Vision program, Surplus is defined by Capital Target Statement.
- Surplus must be validated by:
  - Actuarial report
  - Financial audit
  - Internal scenario modeling
- Moderation in Equity Utilization to be **within a factor** of:
  - One third (1/3) of the determined surplus of upper bounds of the Capital Target
  - One fifth (1/5) of the determined surplus of upper bounds of the Capital Target

### **Allocation Method**

- Program Years identified for Equity Utilization
- Based on each member's applicable program year pro-rata share of contributions

### **Recommended Equity Utilization Options**

- Premium Credit
  - Equity Bank (deferral option for future use)
- 

## **Exceptions and Flexibility**

The Board may suspend or reduce SEU under the following conditions:

- Emerging adverse development
- Market disruption or loss of reinsurance
- Legislative/regulatory changes
- Adjustments in program structure requiring capital retention.

## **Transparency & Communication**

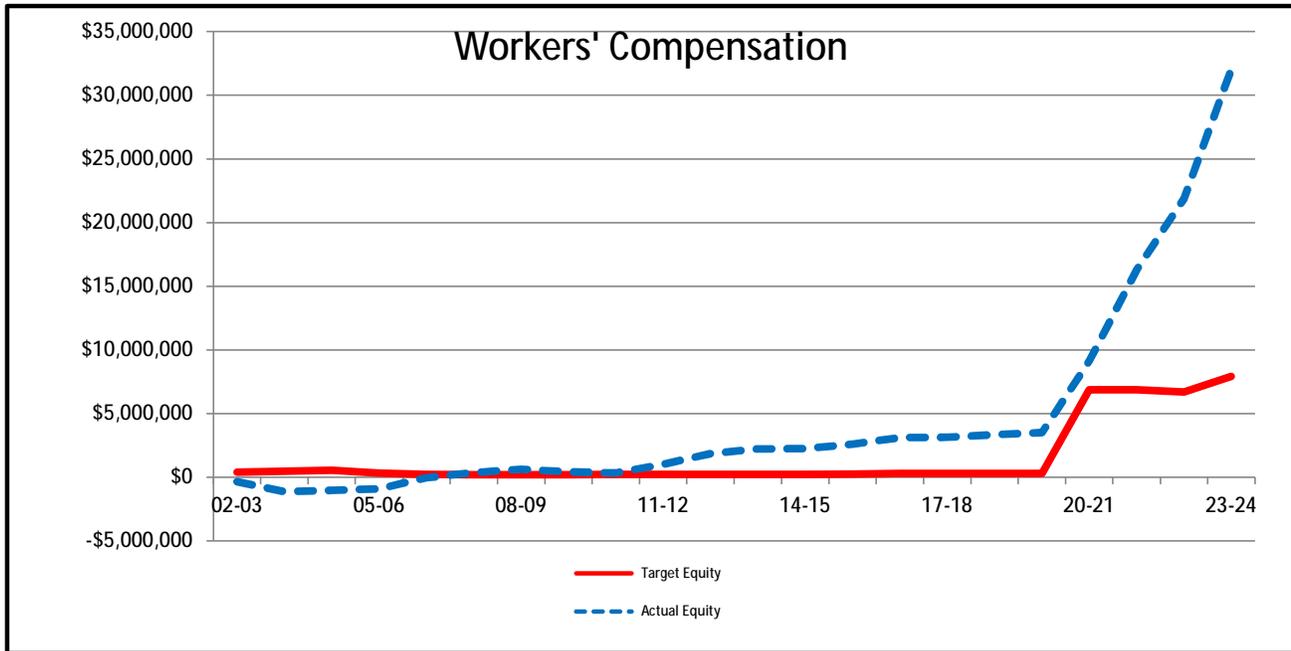
- Annual SEU report distributed to members, including:
  - Utilization amount and basis
  - Actuarial validation
  - Allocation methodology
- Individual member statements provided with utilization detail

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**Periodic Review**

This Statement shall be reviewed at least once every three years or earlier if:

- Capital Target Statement is revised
- Market or operational changes warrant update



Workers' Compensation

Fiscal Years	Target Equity	Actual Equity
1 02-03	\$ 404,466	\$ (340,720)
2 03-04	\$ 468,000	\$ (1,127,569)
3 04-05	\$ 545,000	\$ (1,029,842)
4 05-06	\$ 307,000	\$ (901,176)
5 06-07	\$ 237,000	\$ (26,692)
6 07-08	\$ 206,000	\$ 349,258
7 08-09	\$ 206,000	\$ 635,454
8 09-10	\$ 206,000	\$ 426,874
9 10-11	\$ 222,000	\$ 333,876
10 11-12	\$ 238,000	\$ 1,015,139
11 12-13	\$ 238,000	\$ 1,842,098
12 13-14	\$ 238,000	\$ 2,215,516
13 14-15	\$ 238,000	\$ 2,244,207
14 15-16	\$ 264,000	\$ 2,592,652
15 16-17	\$ 292,000	\$ 3,107,256
16 17-18	\$ 292,000	\$ 3,139,089
17 18-19	\$ 292,000	\$ 3,337,029
18 19-20	\$ 292,000	\$ 3,516,657
19 20-21	\$ 6,870,000	\$ 9,131,248
20 21-22	\$ 6,870,000	\$ 16,286,447
21 22-23	\$ 6,696,000	\$ 21,855,481
22 23-24	\$ 7,913,000	\$ 32,037,969 *

Workers Compensation Benchmarks

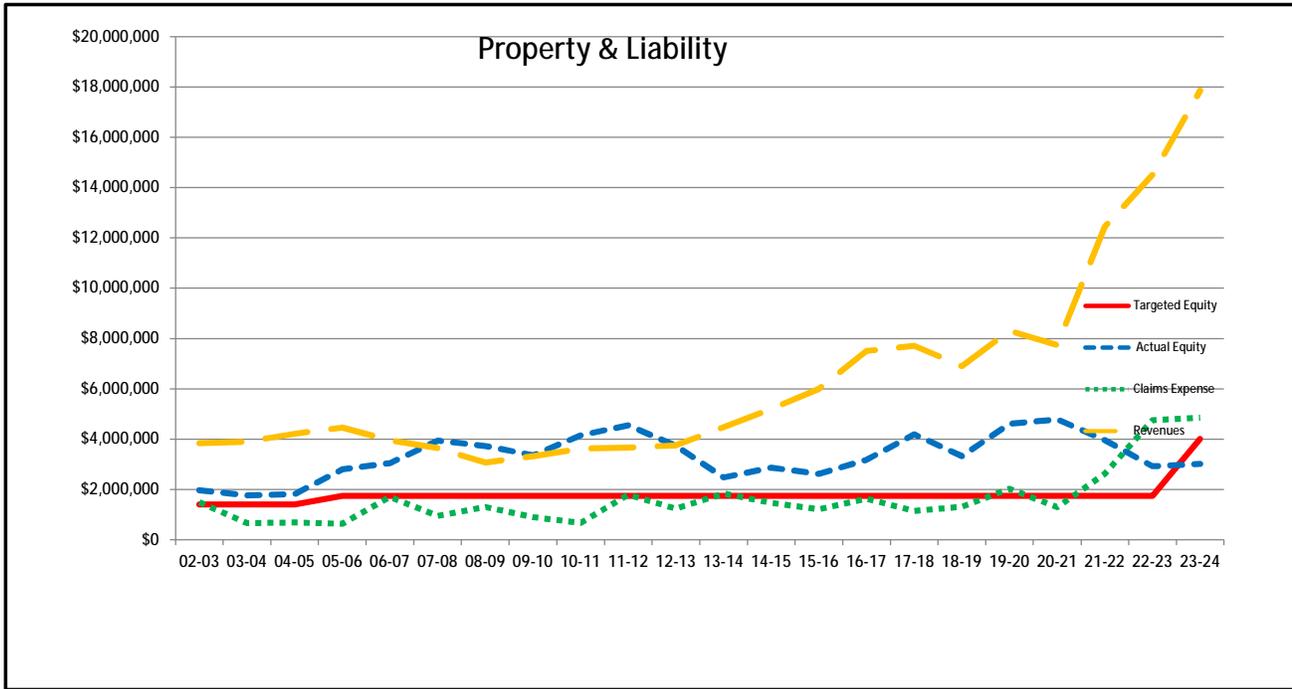
	Target	
80% Confidence Level	\$ 3,998,000	Met
90% Confidence Level	\$ 6,663,000	Met
5 times SIR	\$ 1,250,000	Met
90% plus 5 x SIR	\$ 7,913,000	Met
95% Confidence Level	\$ 9,091,000	Met
98% Confidence Level	\$ 13,136,000	Met
99% Confidence Level	\$ 15,676,000	Met
99.5% Confidence Level (1:200 Scenario)	\$ 20,858,000	Met

	Net Position
Current Equity net of capital assets	\$ 32,037,969
Less Target Variance-Upper Bound	\$ (20,858,000)
Surplus	\$ 11,179,969 Met

Moderation in Structured Equity Utilization	
1/3	\$ 3,726,656
1/5	\$ 2,235,994

Board Policy: Actuarial estimates of losses are recorded based on an "expected level" of losses (50% confidence level) in accordance with accounting standards. The expected level recorded as a liability does not include a provision for material loss variations. To provide an allowance for loss variation for the Workers' Compensation program, a designation of a portion of equity to bring the confidence level up to 80%, (based on actuarial estimates), has been established.

\*The 23-24 activity is audited. Net of capital assets.



Property & Liability						Property / Liability Benchmarks	
Fiscal Year	Targeted Equity	Actual Equity	Claims Expense	Revenues	Percent Change	Target	
1 02-03	1,400,000	1,970,216	1,493,778	3,840,456			
2 03-04	1,400,000	1,767,147	661,254	3,905,778	1.70%	80% Confidence Level	\$ 1,281,000 Met
3 04-05	1,400,000	1,810,738	686,091	4,215,753	7.94%	90% Confidence Level	\$ 2,258,000 Met
4 05-06	1,750,000	2,799,607	636,973	4,459,119	5.77%	7 times SIR	\$ 1,750,000 Met
5 06-07	1,750,000	3,044,439	1,710,715	3,955,559	-11.29%	90% plus 7 x SIR	\$ 4,008,000 Not Met
6 07-08	1,750,000	3,943,176	950,366	3,644,051	-7.88%	95% Confidence Level	\$ 3,184,000 Not Met
7 08-09	1,750,000	3,727,628	1,303,896	3,072,868	-15.67%	98% Confidence Level	\$ 4,793,000 Not Met
8 09-10	1,750,000	3,358,930	904,699	3,320,881	8.07%	99% Confidence Level	\$ 5,823,000 Not Met
9 10-11	1,750,000	4,152,473	667,986	3,625,625	9.18%	99.5% Confidence Level (1:200 Scenario)	\$ 8,020,000 Not Met
10 11-12	1,750,000	4,551,252	1,792,372	3,664,219	1.06%	Equity needed to meet volatility of program and future structure changes.	
11 12-13	1,750,000	3,734,037	1,236,413	3,752,666	2.41%		
12 13-14	1,750,000	2,477,392	1,836,849	4,479,247	19.36%		
13 14-15	1,750,000	2,865,578	1,471,044	5,200,434	16.10%		
14 15-16	1,750,000	2,618,514	1,216,417	5,999,123	15.36%		
15 16-17	1,750,000	3,178,655	1,632,544	7,502,238	25.06%		
16 17-18	1,750,000	4,186,787	1,150,230	7,711,846	2.79%		
17 18-19	1,750,000	3,323,209	1,309,789	6,906,684	-10.44%		
18 19-20	1,750,000	4,613,215	2,026,309	8,311,266	20.34%		
19 20-21	1,750,000	4,787,972	1,294,705	7,738,690	-6.89%		
20 21-22	1,750,000	3,963,925	2,631,892	12,456,503	60.96%		
21 22-23	1,750,000	2,926,433	4,754,173	14,507,611	87.47%		
22 23-24	4,008,000	3,013,106	4,852,070	17,861,849 *	43.39%		

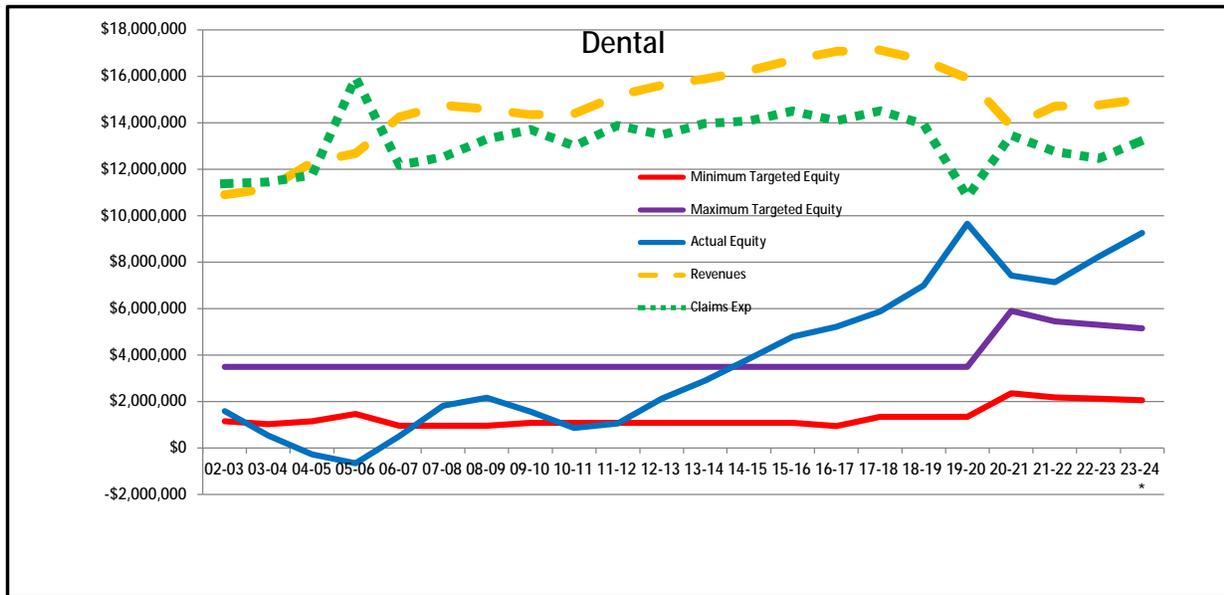
Net Position	
Current Equity net of capital assets	\$ 3,013,106
Less Target Variance-Upper Bound	\$ (8,020,000)
Surplus	\$ - Not Met

Moderation in Structured Equity Utilization		
1/3	\$	-
1/5	\$	-

Board Policy: For the Property & Liability program, claim liabilities are recorded at the "expected level" in accordance with accounting standards. Property and Liability losses tend to have greater inherent severity risks than other exposures. Based on an analysis of prior loss experience the Property / Liability program has incurred as many as seven severe claims in one year that exceeded the insurance pool's self-insured retention. Based on this history, a policy to designate for catastrophic losses an amount equal to seven times the pool's self-insured retention has been established

\*The 23-24 activity is audited. Net of capital assets.



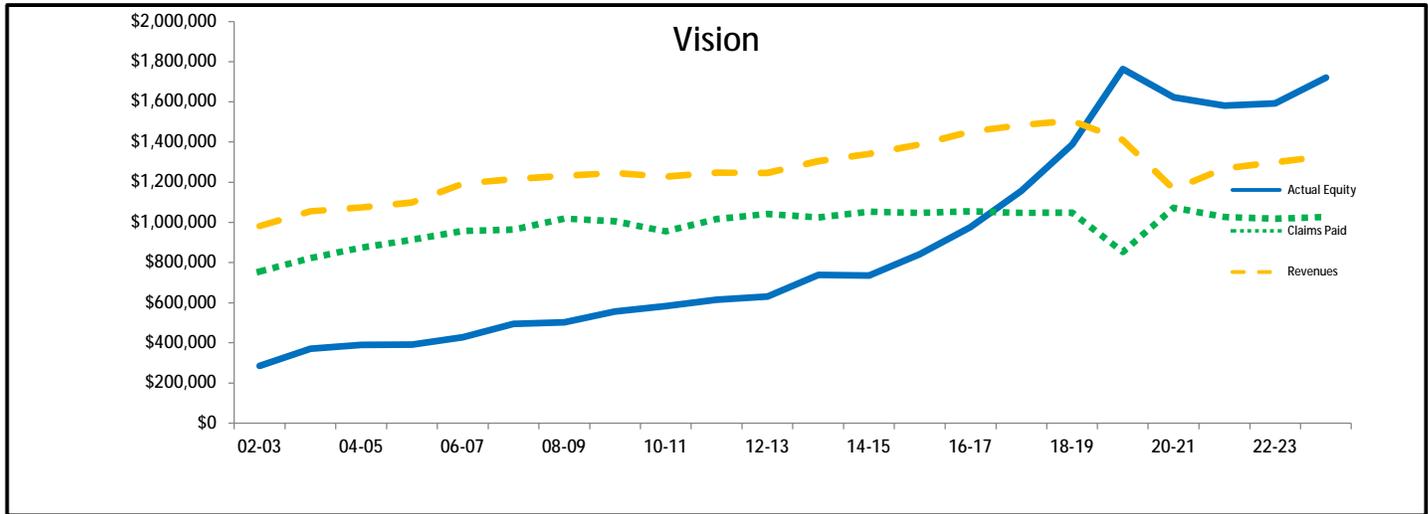
Dental Claims Change

Fiscal Years	Minimum Targeted Equity	Maximum Targeted Equity	Actual Equity	Revenues	Claims Exp	Subscribers	Claims Paid /Subscribers Average	Percent Change	Cum. Average
1 02-03	1,149,200	3,500,000	1,600,693	10,908,468	11,375,023	12,003	\$ 948		
2 03-04	1,035,000	3,500,000	540,583	11,159,854	11,461,702	11,873	\$ 965	0.76%	0.76%
3 04-05	1,150,000	3,500,000	(272,599)	12,306,004	11,747,051	11,749	\$ 1,000	2.49%	1.09%
4 05-06	1,466,768	3,500,000	(656,468)	12,686,442	15,939,768	11,799	\$ 1,351	35.69%	10.03%
5 06-07	960,000	3,500,000	510,172	14,256,283	12,177,929	11,836	\$ 1,029	-23.60%	1.41%
6 07-08	960,000	3,500,000	1,824,137	14,764,961	12,530,129	11,963	\$ 1,047	2.89%	1.69%
7 08-09	960,000	3,500,000	2,166,550	14,586,749	13,301,869	11,985	\$ 1,110	6.16%	2.42%
8 09-10	1,080,000	3,500,000	1,573,987	14,347,396	13,707,974	11,874	\$ 1,154	3.05%	2.56%
9 10-11	1,080,000	3,500,000	860,984	14,390,450	13,000,000	11,661	\$ 1,115	-5.16%	1.59%
10 11-12	1,080,000	3,500,000	1,054,617	15,172,606	13,886,398	11,145	\$ 1,246	6.82%	2.21%
11 12-13	1,080,000	3,500,000	2,120,754	15,622,715	13,484,728	11,640	\$ 1,158	-2.89%	1.69%
12 13-14	1,080,000	3,500,000	2,915,996	15,895,041	13,971,999	11,785	\$ 1,186	3.61%	1.90%
13 14-15	1,080,000	3,500,000	3,840,520	16,242,838	14,079,347	12,102	\$ 1,163	0.77%	1.83%
14 15-16	1,080,000	3,500,000	4,801,190	16,703,439	14,504,109	12,333	\$ 1,176	3.02%	1.96%
15 16-17	950,000	3,500,000	5,214,370	17,079,557	14,086,341	12,650	\$ 1,114	-2.88%	1.59%
16 17-18	1,350,000	3,500,000	5,885,084	17,132,309	14,515,518	12,647	\$ 1,148	3.05%	1.73%
17 18-19	1,350,000	3,500,000	7,004,284	16,697,231	13,940,075	12,702	\$ 1,097	-3.96%	1.33%
18 19-20	1,350,000	3,500,000	9,657,478	15,918,713	10,821,018	12,542	\$ 863	-22.37%	-0.27%
19 20-21	2,363,441	5,908,602	7,428,148	13,859,113	13,463,696	12,349	\$ 1,090	24.42%	0.97%
20 21-22	2,182,034	5,455,085	7,150,076	14,708,561	12,765,502	12,295	\$ 1,038	-5.19%	0.61%
21 22-23	2,123,599	5,308,998	8,234,923	14,760,037	12,465,641	12,337	\$ 1,010	-2.35%	0.46%
22 23-24 *	2,058,345	5,145,863	9,254,778	15,022,183	13,233,853	12,737	\$ 1,039	6.16%	0.74%

Lag Runout Max	\$ 5,145,863		<u>Net Position</u>
25% annual Contributions	3,755,546	Current Equity net of capital assets	\$ 9,254,778
Caplital Target Upper Bound	<u>\$ 8,901,409</u>	Less Target Variance-Upper Bound	(8,901,409)
		Surplus	<u>\$ 353,369</u> Met
			<u>Moderation in Structured Equity Utilization</u>
		1/3	\$ 117,790
		1/5	\$ 70,674

Board Policy: Claims liability for the dental program is based on the projected lag of claims paid in prior years as compared to most recent claims paid. This method establishes a liability of between two and 5 months of claims. Since this method may not always provide for changes in benefit usage and the resulting claim payments, a provision equal to the recorded liability is designated in equity for catastrophic losses. To calculate the two and five month benchmark we use the prior three year average of claims paid.

\*The 23-24 activity is audited. Net of capital assets.



	Fiscal Years	Vision					Claims Change				
		Minimum Targeted Equity	Maximum Targeted Equity	Actual Equity	Claims Paid	Revenues	Average Subscribers	Claims Paid /Subscribers Average	Percent Change	Cum. Average	
1	02-03	-	-	285,613	755,223	981,606	4,011	\$ 188.27			
2	03-04	-	-	371,674	822,568	1,054,788	4,808	\$ 171.09	8.92%	8.92%	
3	04-05	-	-	389,106	874,127	1,073,797	5,005	\$ 174.65	6.27%	7.87%	
4	05-06	-	-	391,094	913,581	1,098,949	5,159	\$ 177.10	4.51%	6.99%	
5	06-07	-	-	427,617	956,995	1,192,264	5,300	\$ 180.57	4.75%	6.68%	
6	07-08	-	-	494,442	963,924	1,216,209	5,439	\$ 177.21	0.72%	5.53%	
7	08-09	-	-	502,300	1,019,188	1,231,552	5,641	\$ 180.68	5.73%	5.83%	
8	09-10	-	-	556,034	1,005,626	1,246,261	5,659	\$ 177.71	-1.33%	4.74%	
9	10-11	-	-	583,444	954,504	1,227,193	5,574	\$ 171.25	-5.08%	3.30%	
10	11-12	-	-	615,126	1,016,795	1,247,631	5,590	\$ 181.90	6.53%	3.85%	
11	12-13	-	-	630,630	1,041,390	1,246,519	5,688	\$ 183.07	2.42%	3.79%	
12	13-14	-	-	739,411	1,024,706	1,304,994	5,827	\$ 175.85	-1.60%	3.24%	
13	14-15	-	-	735,567	1,052,501	1,340,870	6,095	\$ 172.69	2.71%	3.28%	
14	15-16	-	-	841,820	1,047,510	1,388,005	6,214	\$ 168.58	-0.47%	2.98%	
15	16-17	-	-	976,745	1,054,773	1,451,421	6,482	\$ 162.72	0.69%	3.05%	
16	17-18	-	-	1,156,081	1,046,823	1,484,296	6,627	\$ 157.96	-0.75%	2.97%	
17	18-19	-	-	1,387,338	1,047,830	1,505,783	6,884	\$ 152.21	0.10%	2.28%	
18	19-20	-	-	1,763,540	852,907	1,409,641	6,845	\$ 124.60	-18.60%	0.72%	
19	20-21	174,968	437,420	1,622,608	1,072,765	1,165,109	6,952	\$ 154.31	25.78%	2.21%	
20	21-22	163,753	409,383	1,581,223	1,026,903	1,269,196	7,103	\$ 144.57	-4.28%	1.80%	
21	22-23	165,195	412,986	1,591,172	1,017,788	1,298,775	7,189	\$ 141.58	-0.89%	1.66%	
22	23-24*	164,032	410,080	1,720,582	1,026,865	1,329,711	7,562	\$ 135.79	0.89%	1.63%	

Lag Runout Max	\$ 410,080
25% annual Contributions	332,428
Capital Target Upper Bound	<u>\$ 742,508</u>

Current Equity net of capital assets  
Less Target Variance-Upper Bound  
Surplus

<u>Net Position</u>
\$ 1,720,582
(742,508)
<u>\$ 978,074 Met</u>

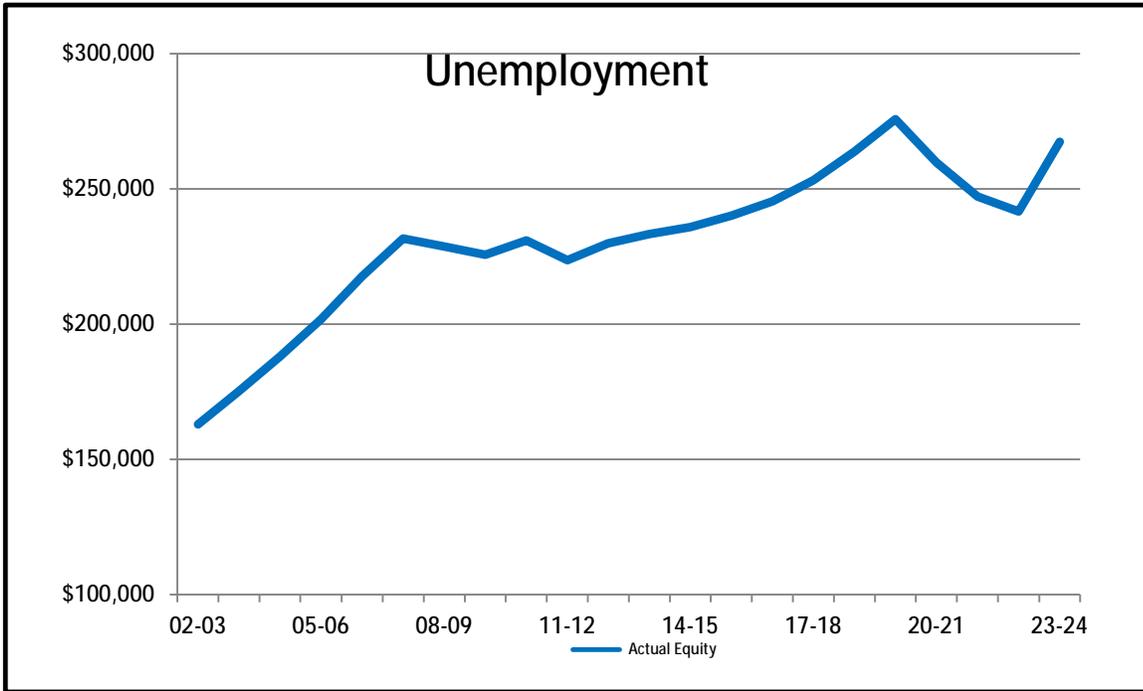
Moderation in Structured Equity Utilization

1/3	\$ 326,025
1/5	\$ 195,615

Board Policy: Claims liability for the dental program is based on the projected lag of claims paid in prior years as compared to most recent claims paid. This method establishes a liability of between two and five months of claims. Since this method may not always provide for changes in benefit usage and the resulting claim payments, a provision equal to the recorded liability is designated in equity for catastrophic losses.

To calculate the two and five month benchmark we use the prior three year average of claims paid

\*The 23-24 activity is audited. Net of capital assets.



	Fiscal Years	Unemployment Minimum Targeted Equity	Actual Equity
1	02-03	-	162,904
2	03-04	-	175,176
3	04-05	-	188,073
4	05-06	-	201,900
5	06-07	-	217,769
6	07-08	-	231,636
7	08-09	-	228,748
8	09-10	-	225,667
9	10-11	-	230,977
10	11-12	-	223,658
11	12-13	-	229,918
12	13-14	-	233,295
13	14-15	-	235,884
14	15-16	-	240,064
15	16-17	-	245,347
16	17-18	-	253,227
17	18-19	-	263,747
18	19-20	-	275,813
19	20-21	-	259,817
20	21-22	-	247,236
21	22-23	-	241,691
22	23-24	-	267,449 *

\*The 23-24 activity is audited.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BAORD MEETING  
AGENDA ITEM**

<b>Department:</b> <u>Administration of The Organization</u>	<input checked="" type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> H3	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>2025/2026 Workers Compensation Rates</u>	<input type="checkbox"/>	<b>Information</b>

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**Background**

SMCSIG has a self-insured program (SIR) retaining the first layer of costs per claim of \$500,000 and pooling excess insurance with PRISM up to statutory coverage. Prior year rates were based upon \$250,000 SIR. Our rates are based on the build-up of our projected workers compensation costs based on three major components:

1. Pool Exposure
  - a. Payroll exposure projected by members
  - b. Actuarially projected loss costs and applicable risk margin
2. Excess insurance coverages
3. Program operational costs

Rate Indications

1. **Payroll Growth:** estimated to increase by 7%
2. **Loss cost at 80% confidence level:** is \$17,489,000 (including ULAE) increased 7.12%
3. **Excess insurance** estimated decrease of \$841,000 or 28.90%
4. Estimated operational costs is \$2,050,000, which is 9.32% of our WC budget; it decreased 6.56% from prior year due to changes in staffing allocations and cost revision. This includes cost to administer claims (InterCare), Department of Industrial Relations (DIR) fraud assessment, Loss Control program and other operational cost. As we have brought on WC program inhouse, we have added programs such return to work program and additional loss control staff.
5. **Estimated contribution is projected to increase 1% over prior year.**
6. Rate per \$100 of payroll is projected to **increase 6.63%**;

*Note member rates will vary from this average due to individual experience.*

- ▶ *Use 5 years of incurred loss data capped at \$250k per loss (phased in over next years; 3 years of data, 4-years, 5-years)*
- ▶ *Use 5 years of payroll data phased in like the loss data.*
- ▶ *Retain the cap of change in the exmod to .20 as in the current policy.*
- ▶ *Retain the floor of .70 as in the current policy*

Note – the 2024-2025 contributions included rate credit of \$2.47M from the 2020-2021 policy year. The JPA Board could consider equity utilization from the 2020-2021 policy year based upon discussion on Agenda Item H7.

### **Recommendation**

It is recommended that the JPA Board approve the 2025/2026 Worker's Compensation rates, as recommended by the Executive Committee.

**San Mateo County Schools Insurance Group**  
**2025/2026 Workers' Compensation Rates - Based Upon New Ex-Mod Calculation, Losses Capped at \$250K**  
**Draft - To be Presented May 22, 2025 - \$500K SIR**

Member	A 5 years Incurred Losses Capped at \$250K	B 5 Years Payroll	C 25/26 EMF Modified	D 24/25 EMF with Limits	E Change Capped at 0.2	F with Limits Min 0.7 Change .2	G Undiscounted Actuary rate 1.5857	H Estimated 25/26 Payroll	25/26 Estimated Contribution (GxH/100)	Percent of Total	Base Rate	Net Operating Cost	Excess Insurance PRISM \$500K SIR	Member share Share 25/26 Est. Cont.	Member Credit based upon Policy Year	Member Contribution for 25/26 Est. Cont.	Member share Share 24/25 Est. Cont.	Est Share Change over prior year	% Change	25/26 Workers' member share \$ Payroll
Bayshore	4,179	15,605,248	0.891	0.912	0.0211	0.8908	1.4126	3,814,991	53,889	0.33%	57,264	6,712	6,774	70,751	0	70,751	70,823	-72	0%	0.018545
Belmont-Redwood Shore	743,141	153,079,648	0.843	0.808	0.0349	0.8428	1.3364	35,545,311	475,045	2.89%	504,795	59,170	59,719	623,684	0	623,684	554,271	69,413	13%	0.017546
Brisbane	195,779	27,486,491	0.976	1.063	0.0871	0.9758	1.5473	7,165,577	110,876	0.67%	117,820	13,810	13,938	145,569	0	145,569	154,435	-8,866	-6%	0.020315
Burlingame	538,919	125,766,528	0.822	0.835	0.0131	0.8218	1.3031	30,032,659	391,370	2.38%	415,880	48,748	49,200	513,828	0	513,828	452,597	61,230	14%	0.017109
Cabrillo	486,551	117,357,834	0.819	0.915	0.0961	0.8188	1.2984	27,868,961	361,848	2.20%	384,509	45,071	45,489	475,068	0	475,068	448,594	26,474	6%	0.017047
Hillsborough	70,363	101,290,590	0.700	0.715	0.0149	0.7000	1.1100	23,877,887	265,046	1.61%	281,644	33,013	33,319	347,977	0	347,977	319,266	28,711	9%	0.014573
Jefferson Elem.	1,991,297	226,383,536	1.145	1.110	0.0349	1.1448	1.8153	52,361,998	950,546	5.78%	1,010,075	118,397	119,495	1,247,967	0	1,247,967	1,063,474	184,493	17%	0.023833
Jefferson High	1,230,662	181,447,500	0.976	0.956	0.0199	0.9758	1.5473	46,076,000	712,957	4.33%	757,606	88,804	89,627	936,037	0	936,037	832,385	103,652	12%	0.020315
La Honda-Pesc	44,529	19,264,475	0.905	0.917	0.0121	0.9048	1.4348	5,068,588	72,722	0.44%	77,277	9,058	9,142	95,477	0	95,477	89,149	6,327	7%	0.018837
Las Lomas	182,808	89,744,507	0.738	0.799	0.0611	0.7378	1.1699	24,169,452	282,770	1.72%	300,479	35,221	35,548	371,247	0	371,247	334,829	36,418	11%	0.015360
Menlo Park	1,044,195	182,291,449	0.897	0.917	0.0201	0.8968	1.4221	47,438,168	674,607	4.10%	716,855	84,027	84,806	885,689	0	885,689	825,049	60,639	7%	0.018670
Millbrae	67,271	83,917,233	0.690	0.754	0.0641	0.7000	1.1100	19,673,188	218,373	1.33%	232,049	27,200	27,452	286,701	0	286,701	265,480	21,221	8%	0.014573
Pacifica	1,399,518	86,090,000	1.428	1.361	0.0669	1.4278	2.2641	20,200,000	457,347	2.78%	485,989	56,966	57,494	600,449	0	600,449	508,994	91,454	18%	0.029725
Portola Valley	252,154	43,470,209	0.942	1.136	0.1938	0.9418	1.4934	11,280,000	168,459	1.02%	179,009	20,983	21,177	221,170	0	221,170	244,446	-23,277	-10%	0.019607
Redwood City	4,022,355	326,885,124	1.511	1.393	0.1179	1.5108	2.3957	85,175,036	2,040,546	12.40%	2,168,337	254,165	256,521	2,679,023	0	2,679,023	2,211,893	467,130	21%	0.031453
San Bruno	449,341	79,807,434	0.920	0.921	0.0011	0.9198	1.4585	22,158,534	323,193	1.96%	343,433	40,256	40,629	424,318	0	424,318	242,684	181,634	75%	0.019149
San Carlos	643,477	125,135,218	0.874	0.904	0.0299	0.8738	1.3856	30,585,535	423,795	2.57%	450,335	52,787	53,276	556,398	0	556,398	527,721	28,677	5%	0.018192
San Mateo High	1,652,663	547,601,362	0.700	0.700	0.0000	0.7000	1.1100	138,362,795	1,535,833	9.33%	1,632,015	191,299	193,072	2,016,387	0	2,016,387	1,818,136	198,251	11%	0.014573
San Mateo-FC	3,378,413	470,423,531	1.024	1.193	0.1691	1.0238	1.6235	121,370,059	1,970,399	11.97%	2,093,797	245,428	247,702	2,586,926	0	2,586,926	2,501,355	85,572	3%	0.021314
Sequoia	3,052,895	534,226,160	0.861	0.876	0.0151	0.8608	1.3650	140,218,381	1,913,969	11.63%	2,033,832	238,399	240,608	2,512,840	0	2,512,840	2,220,061	292,778	13%	0.017921
SMC Off Ed	2,000,014	172,186,475	1.328	1.566	0.2000	1.3659	2.1660	36,218,040	784,466	4.77%	833,594	97,711	98,617	1,029,921	0	1,029,921	1,019,714	10,207	1%	0.028437
So SF	3,903,734	367,986,473	1.363	1.129	0.2000	1.3289	2.1073	102,128,174	2,152,129	13.08%	2,286,908	268,063	270,548	2,825,519	0	2,825,519	2,088,259	737,260	35%	0.027666
Woodside	49,800	38,141,758	0.828	0.877	0.0491	0.8278	1.3127	8,997,143	118,102	0.72%	125,498	14,710	14,847	155,056	0	155,056	143,383	11,672	8%	0.017234
<b>Total</b>	<b>27,404,061</b>	<b>4,115,588,783</b>						<b>1,039,786,477</b>	<b>16,458,286</b>	<b>100.00%</b>	<b>17,489,000</b>	<b>2,050,000</b>	<b>2,069,000</b>	<b>21,608,000</b>	<b>0</b>	<b>21,608,000</b>	<b>18,937,000</b>	<b>2,671,000</b>		<b>2.0781</b>
<b>Prior Year Totals</b>	<b>19,381,909</b>	<b>3,217,103,035</b>						<b>971,670,466</b>	<b>15,953,611</b>	<b>100.00%</b>	<b>16,303,000</b>	<b>2,194,000</b>	<b>2,910,000</b>	<b>21,407,000</b>	<b>-2,470,000</b>	<b>18,937,000</b>	<b>19,837,523</b>	<b>1,683,000</b>		<b>1.9489</b>
<b>% Change</b>	<b>41.39%</b>	<b>27.93%</b>						<b>7.01%</b>	<b>3.16%</b>	<b>0.00%</b>	<b>7.27%</b>	<b>-6.56%</b>	<b>-28.90%</b>	<b>0.94%</b>	<b>-100.00%</b>		<b>-4.54%</b>	<b>988,000.00</b>		<b>6.63%</b>

WC	FY 25/26	FY 24/25	% Change
Base Rate	2.078119	1.948912	6.63%

Member	25/26 Deposit Premium	24/25 Deposit Premium	% Change
<i>Bayshore</i>	70,751	70,823	-0.10%
<i>Belmont-Redwood Shores</i>	623,684	554,271	12.52%
<i>Brisbane</i>	145,569	154,435	-5.74%
<i>Burlingame</i>	513,828	452,597	13.53%
<i>Cabrillo</i>	475,068	448,594	5.90%
<i>Hillsborough</i>	347,977	319,266	8.99%
<i>Jefferson Elem.</i>	1,247,967	1,063,474	17.35%
<i>Jefferson High</i>	936,037	832,385	12.45%
<i>La Honda-Pesc</i>	95,477	89,149	7.10%
<i>Las Lomitas</i>	371,247	334,829	10.88%
<i>Menlo Park</i>	885,689	825,049	7.35%
<i>Millbrae</i>	286,701	265,480	7.99%
<i>Pacifica</i>	600,449	508,994	17.97%
<i>Portola Valley</i>	221,170	244,446	-9.52%
<i>Redwood City</i>	2,679,023	2,211,893	21.12%
<i>San Bruno</i>	424,318	242,684	74.84%
<i>San Carlos</i>	556,398	527,721	5.43%
<i>San Mateo High</i>	2,016,387	1,818,136	10.90%
<i>San Mateo-FC</i>	2,586,926	2,501,355	3.42%
<i>Sequoia</i>	2,512,840	2,220,061	13.19%
<i>SMC Off Ed</i>	1,029,921	1,019,714	1.00%
<i>So SF</i>	2,825,519	2,088,259	35.31%
<i>Woodside</i>	155,056	143,383	8.14%
<b>Total</b>	<b>21,608,000</b>	<b>18,937,000</b>	<b>14.10%</b>

25/26 Payroll	24/25 Payroll	% Change
3,814,991	3,992,146	-4.44%
35,545,311	35,264,818	0.80%
7,165,577	7,468,475	-4.06%
30,032,659	27,864,724	7.78%
27,868,961	25,203,316	10.58%
23,877,887	22,955,325	4.02%
52,361,998	49,251,759	6.31%
46,076,000	44,760,000	2.94%
5,068,588	4,997,733	1.42%
24,169,452	21,543,061	12.19%
47,438,168	46,252,565	2.56%
19,673,188	18,100,388	8.69%
20,200,000	19,225,000	5.07%
11,280,000	11,065,000	1.94%
85,175,036	81,625,118	4.35%
22,158,534	13,545,867	63.58%
30,585,535	30,017,853	1.89%
138,362,795	133,509,376	3.64%
121,370,059	107,783,025	12.61%
140,218,381	130,283,078	7.63%
36,218,040	33,472,999	8.20%
102,128,174	95,084,068	7.41%
8,997,143	8,404,772	7.05%
<b>1,039,786,477</b>	<b>971,670,466</b>	<b>7.01%</b>

25/26 Experience Modification Factor	24/25 Experience Modification Factor	% Change
0.8908	0.9119	-2.31%
0.8428	0.8079	4.32%
0.9758	1.0629	-8.20%
0.8218	0.8349	-1.57%
0.8188	0.9149	-10.50%
0.7000	0.7149	-2.09%
1.1448	1.1099	3.14%
0.9758	0.9559	2.08%
0.9048	0.9169	-1.32%
0.7378	0.7989	-7.65%
0.8968	0.9169	-2.19%
0.7000	0.7539	-7.15%
1.4278	1.3609	4.92%
0.9418	1.1356	-17.06%
1.5108	1.3929	8.46%
0.9198	0.9209	-0.12%
0.8738	0.9037	-3.30%
0.7000	0.7000	0.00%
1.0238	1.1929	-14.18%
0.8608	0.8759	-1.73%
1.3659	1.5659	-12.77%
1.3289	1.1289	17.72%
0.8278	0.8769	-5.60%
<b>22.19</b>	<b>22.75</b>	<b>-2.48%</b>

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Administration of The Organization  **Action**  
**Item Number:** H4  **Consent**  
**Title:** 2025-2026 Property/Liability Rates  **Information**

**Background**

SMCISG annually prepares its rates in the spring based on three major components:

1. Estimate of the retained losses within the \$250,000 retained layer funded at the 80% confidence level.
2. Excess and other insurance coverages
3. Program operational costs

We are in a hard insurance market. The drivers of the market are:

- a. Higher litigation costs
- b. Higher experience for our pool (property)
- c. Stresses on the industry and the uncertainty of the economy and financial markets

Preliminary Rate Indications – **overall increase of 8.25% over past year**

Retained losses increased 22.66% Increased loss development in retained layer

Rates are driven by:

- a. Experience (losses)
- b. Exposures (ADA, Total Insured Values (TIV)) ADA decreased by .36%, TIV has decreased 9.83% due to property changes.
1. Preliminary estimates for excess and other insurance has increased \$757,800 or 4.77%. This represents an:
  - a. 71.20% or \$1.68M increase from PRISM for the \$250,000 to \$5,000,000 excess layer
  - b. 19.26% or \$390K increase from SELF for the \$5,000,000 to \$55,000,000 layer of coverage.
  - c. SELF AB 218 SAM not included in 2025-26 assessment. This is paying back to SMCSIG for paying the first and second assessment.

**Paid to SELF for AB 218 Assessment**

	<u>Date</u>	<u>Amount</u>
1st Assessment	3/17/21	\$1,241,934
2nd Assessment	6/30/23	1,999,988
	Total Paid	3,241,922

**Billed to Members**

20-21	350,000
21-22	414,000
22-23	412,900
23-24	414,000
24-25	450,000
25-26	450,000
	Total
	2,490,900
	To be Billed
	\$751,022

- d. 11.13% or \$1.15M estimated decrease in property premiums.
- e. 30.75% or \$153K decrease in cyber coverage.

- f. \$613 decrease in bond/crime coverage
  - g. \$216 increase in boiler and machinery
  - h. \$4,393 decrease in active assailant coverage
2. Operational costs increased 10.68% or \$110K related to staffing allocation change.

Note: we are still waiting for final indications from the carriers.

The Executive Committee has reviewed and recommended the JPA Board to approve the Proposed/Liability rates for 2025/2026.

### **Recommendation**

It is recommended that the JPA Board approve the proposed Property/Liability rates for 2025/2026, as recommended by the Executive Committee.

**San Mateo County Schools Insurance Group**  
**Draft Property/Liability Insurance Premium Calculation 2025-26**  
**Updated TIV as of 5.14.2025**

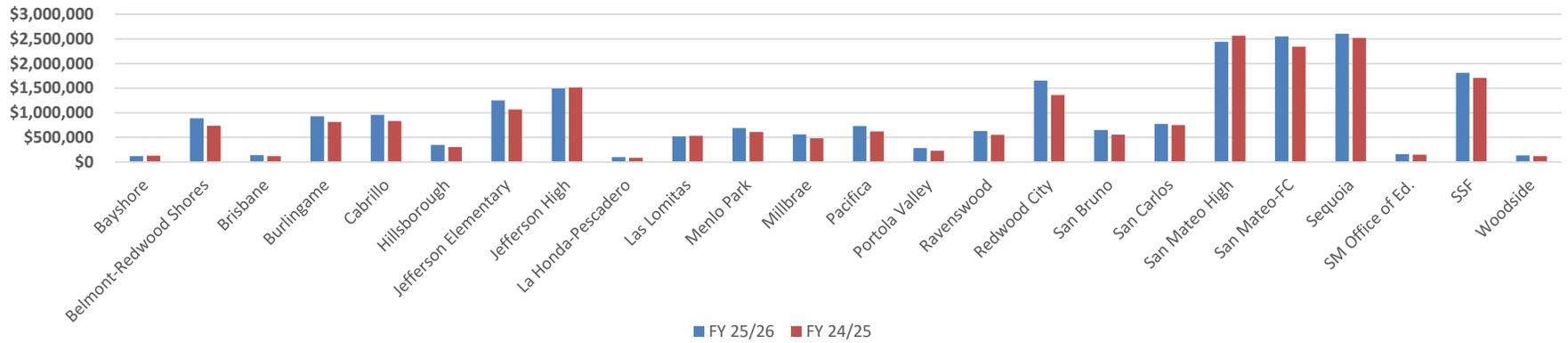
@ \$250,000 SIR Property & Liability

80% conf. level      PRISM      SELF      APIP

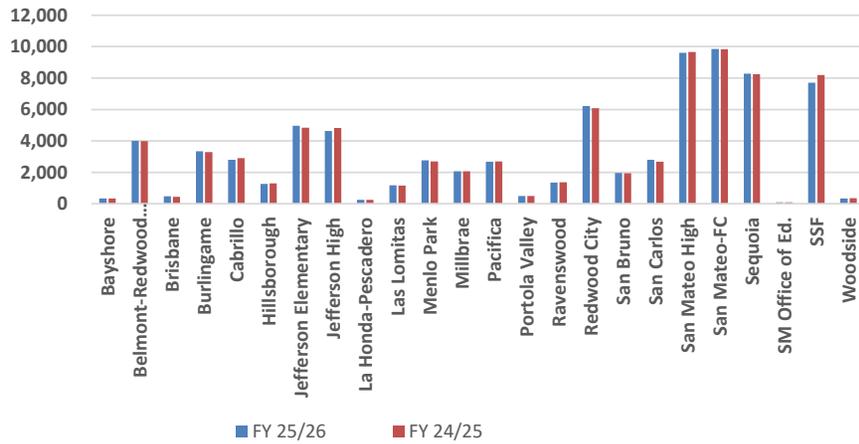
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District	Combined Premium (\$0-\$250K)	Liability Premium (\$250K - \$5M)	Liability Premium (\$5M - \$50M)	SAM Claims	Property Premium	Cyber Coverage	Bond/ Crime	Boiler and Machinery	Active Assailant	JPA Cost	2025/2026 Total	2024/2025 Totals	(11)-(12) Difference	(11)/(12)-1 % Change
Bayshore	\$28,720	\$ 16,994	\$ 10,154	1,892	\$ 53,380	\$1,456	\$ 108	\$ 762	\$89	\$ 4,793	\$118,346	\$128,613	(\$10,267)	-7.98%
Belmont-Redwood Sh	198,886	204,028	121,904	22,715	256,593	\$17,478	1,293	3,663	\$1,065	57,544	885,170	736,640	\$148,530	20.16%
Brisbane	33,602	24,117	14,410	2,685	56,479	\$2,066	153	806	\$126	6,802	141,246	118,704	\$22,541	18.99%
Burlingame	295,225	169,888	101,506	18,914	270,187	\$14,554	1,077	3,857	\$887	47,915	924,009	813,435	\$110,575	13.59%
Cabrillo	266,279	142,616	85,211	15,878	380,994	\$12,217	904	5,439	\$745	40,223	950,506	834,072	\$116,434	13.96%
Hillsborough	77,500	64,617	38,608	7,194	131,669	\$5,535	410	1,880	\$337	18,225	345,975	301,527	\$44,448	14.74%
Jefferson Elementary	251,895	252,364	150,784	28,096	462,121	\$21,619	1,599	6,597	\$1,318	71,176	1,247,569	1,066,993	\$180,577	16.92%
Jefferson High	223,558	236,032	141,026	26,278	764,106	\$20,220	1,496	10,908	\$1,233	66,570	1,491,425	1,515,700	(\$24,275)	-1.60%
La Honda-Pescadero	26,397	12,822	7,661	1,427	45,664	\$1,098	81	652	\$67	3,616	99,486	83,380	\$16,106	19.32%
Las Lomitas	171,946	59,377	35,477	6,610	219,873	\$5,087	376	3,139	\$310	16,747	518,942	530,093	(\$11,151)	-2.10%
Menlo Park	129,280	140,276	83,813	15,617	262,238	\$12,017	889	3,743	\$733	39,563	688,168	610,893	\$77,276	12.65%
Millbrae	159,385	105,270	62,898	11,720	175,733	\$9,018	667	2,509	\$550	29,690	557,440	481,239	\$76,201	15.83%
Pacifica	176,602	136,053	81,290	15,147	261,489	\$11,655	862	3,733	\$710	38,372	725,913	621,900	\$104,013	16.73%
Portola Valley	117,551	24,880	14,866	2,770	107,270	\$2,131	158	1,531	\$130	7,017	278,304	230,033	\$48,271	20.98%
Ravenswood	130,214	68,891	41,162	7,670	352,196	\$5,902	437	5,028	\$360	19,430	631,288	552,819	\$78,469	14.19%
Redwood City	343,661	316,371	189,027	35,222	633,739	\$27,102	2,005	9,047	\$1,652	89,229	1,647,055	1,357,428	\$289,627	21.34%
San Bruno	166,829	100,081	59,797	11,142	266,225	\$8,573	634	3,800	\$523	28,227	645,831	555,935	\$89,896	16.17%
San Carlos	162,337	142,260	84,998	15,838	310,193	\$12,187	902	4,428	\$743	40,123	774,009	750,197	\$23,812	3.17%
San Mateo High	346,810	488,956	292,144	54,436	1,052,588	\$41,887	3,099	15,026	\$2,553	137,904	2,435,403	2,564,970	(\$129,567)	-5.05%
San Mateo-FC	452,555	500,912	299,288	55,767	1,085,861	\$42,911	3,175	15,501	\$2,616	141,277	2,599,863	2,340,855	\$259,008	11.06%
Sequoia	625,902	421,489	251,834	46,925	1,071,512	\$36,107	2,671	15,296	\$2,201	118,876	2,592,813	2,521,327	\$71,486	2.84%
SM Office of Ed.	32,978	4,376	2,614	487	114,608	\$375	28	1,636	\$23	1,234	158,359	150,989	\$7,370	4.88%
SSF	170,032	392,233	234,354	43,668	806,682	\$33,601	2,486	11,515	\$2,048	110,625	1,807,244	1,706,467	\$100,777	5.91%
Woodside	33,855	17,096	10,214	1,903	65,600	\$1,465	108	936	\$89	4,822	136,089	119,993	\$16,096	13.41%
<b>Total</b>	<b>\$ 4,621,999</b>	<b>\$ 4,042,000</b>	<b>\$ 2,415,037</b>	<b>\$ 450,000</b>	<b>\$ 9,207,001</b>	<b>\$ 346,260</b>	<b>\$ 25,618</b>	<b>\$ 131,430</b>	<b>\$ 21,107</b>	<b>\$ 1,140,000</b>	<b>\$ 22,400,452</b>	<b>\$20,694,200</b>	<b>\$ 1,706,252</b>	<b>8.25%</b>
<b>Prior Year</b>	\$3,783,555	\$2,361,000	\$2,025,056	\$450,000	\$10,360,352	\$500,000	\$26,231	\$132,506	\$25,500	\$1,030,000	\$20,694,200	\$17,837,012	\$2,147,392	
<b>Percent change</b>	<b>22.16%</b>	<b>71.20%</b>	<b>19.26%</b>	<b>0.00%</b>	<b>-11.13%</b>	<b>-30.75%</b>	<b>-2.34%</b>	<b>-0.81%</b>	<b>-17.23%</b>	<b>10.68%</b>	<b>8.25%</b>	<b>16.02%</b>		

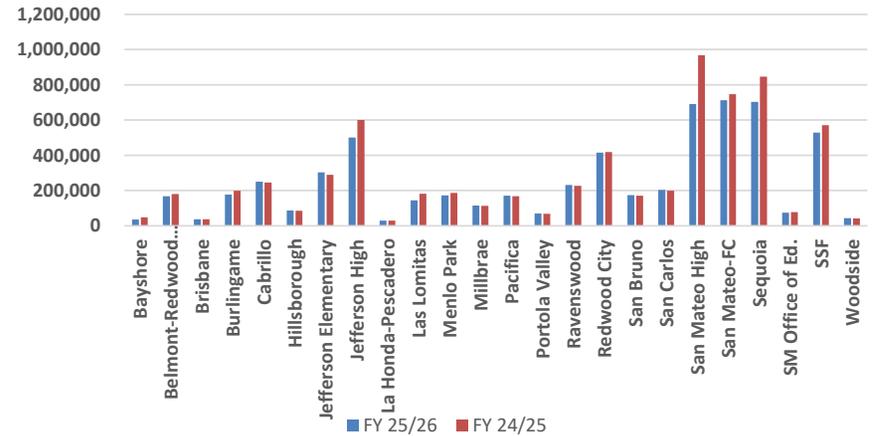
### P/L Contributions



### ADA



### TIV



Excess Insurance	FY 25/26	FY 24/25	% Change
Property	\$9,207,001	\$10,360,352	-11.13%
Liability & Admin Costs	\$ 13,193,451	\$10,333,848	27.67%

District	Deposit Premium Change Net Billed			ADA			TIV (in Thousands)			Property Losses (3 Most Recent Full Years - Capped at \$50K)		
	FY 25/26	FY 24/25	% Change	FY 25/26	FY 24/25	% Change	FY 25/26	FY 24/25	% Change	FY 25/26	FY 24/25	% Change
Bayshore	\$118,346	\$128,613	-7.98%	334	330	1.21%	35,039	48,302	-27.46%	0	0	0%
Belmont-Redwood Shores	\$885,170	\$736,640	20.16%	4,010	3,979	0.78%	168,431	181,104	-7.00%	100,000	10,451	856.85%
Brisbane	\$141,246	\$118,704	18.99%	474	451	5.10%	37,074	36,603	1.29%	0	0	0%
Burlingame	\$924,009	\$813,435	13.59%	3,339	3,279	1.83%	177,354	199,655	-11.17%	235,775	213,752	10.30%
Cabrillo	\$950,506	\$834,072	13.96%	2,803	2,908	-3.61%	250,089	245,558	1.85%	155,936	60,421	158.08%
Hillsborough	\$345,975	\$301,527	14.74%	1,270	1,297	-2.08%	86,429	84,761	1.97%	0	0	0%
Jefferson Elementary	\$1,247,569	\$1,066,993	16.92%	4,960	4,849	2.29%	303,342	290,047	4.58%	90,189	81,075	11.24%
Jefferson High	\$1,491,425	\$1,515,700	-1.60%	4,639	4,818	-3.72%	501,569	600,692	-16.50%	113,210	13,210	757.00%
La Honda-Pescadero	\$99,486	\$83,380	19.32%	252	242	4.13%	29,975	29,272	2.40%	3,085	3,436	-10.22%
Las Lomas	\$518,942	\$530,093	-2.10%	1,167	1,161	0.52%	144,328	182,642	-20.98%	200,000	0	0%
Menlo Park	\$688,168	\$610,893	12.65%	2,757	2,699	2.15%	172,136	186,174	-7.54%	19,065	15,720	21.28%
Millbrae	\$557,440	\$481,239	15.83%	2,069	2,073	-0.19%	115,353	113,356	1.76%	305,569	183,286	66.72%
Pacifica	\$725,913	\$621,900	16.73%	2,674	2,687	-0.48%	171,645	168,356	1.95%	246,800	143,058	72.52%
Portola Valley	\$278,304	\$230,033	20.98%	489	490	-0.20%	70,413	69,060	1.96%	220,370	173,166	27.26%
Ravenswood	\$631,288	\$552,819	14.19%	1,354	1,366	-0.88%	231,186	226,835	1.92%	0	38,154	-100.00%
Redwood City	\$1,647,055	\$1,357,428	21.34%	6,218	6,089	2.12%	415,994	418,504	-0.60%	282,282	100,000	182.28%
San Bruno	\$645,831	\$555,935	16.17%	1,967	1,949	0.92%	174,754	171,400	1.96%	147,500	0	0%
San Carlos	\$774,009	\$750,197	3.17%	2,796	2,681	4.29%	203,615	199,383	2.12%	157,338	59,230	165.64%
San Mateo High	\$2,435,403	\$2,564,970	-5.05%	9,610	9,651	-0.42%	690,932	967,439	-28.58%	168,603	68,841	144.92%
San Mateo-FC	\$2,599,863	\$2,340,855	11.06%	9,845	9,836	0.09%	712,773	747,052	-4.59%	441,713	126,265	249.83%
Sequoia	\$2,592,813	\$2,521,327	2.84%	8,284	8,242	0.51%	703,354	846,190	-16.88%	309,157	249,214	24.05%
SM Office of Ed.	\$158,359	\$150,989	4.88%	86	98	-12.24%	75,230	77,586	-3.04%	48,031	0	0%
SSF	\$1,807,244	\$1,706,467	5.91%	7,709	8,193	-5.91%	529,516	570,201	-7.14%	54,750	50,000	9.50%
Woodside	\$136,089	\$119,993	13.41%	336	359	-6.41%	43,061	42,231	1.97%	0	0	0%
<b>Total</b>	<b>\$22,400,452</b>	<b>\$20,694,200</b>	<b>8.25%</b>	<b>79,442</b>	<b>79,727</b>	<b>-0.36%</b>	<b>6,043,592</b>	<b>6,702,403</b>	<b>-9.83%</b>	<b>3,299,373</b>	<b>1,589,279</b>	<b>107.60%</b>

District	Liability Losses (3 Most Recent Full Years - Capped at \$50K)			Property Experience Modification Factor			Liability Experience Modification Factor		
	FY 25/26	FY 24/25	% Change	FY 25/26	FY 24/25	% Change	FY 25/26	FY 24/25	% Change
Bayshore	277	-	0%	0.92	0.93	-1.58%	0.98	0.98	0.14%
Belmont-Redwood Shores	35,014	31,014	12.90%	1.13	0.70	60.29%	0.78	0.83	-6.26%
Brisbane	0	-	0%	0.94	0.97	-2.70%	0.96	0.96	0.04%
Burlingame	115,000	52,000	121.15%	1.73	1.88	-7.77%	1.19	1.04	15.04%
Cabrillo	72,863	57,863	25.92%	1.21	1.34	-10.11%	1.06	1.13	-6.46%
Hillsborough	30,803	30,803	0.00%	0.81	0.82	-1.58%	1.04	1.13	-8.50%
Jefferson Elementary	34,890	56,890	-38.67%	0.85	0.97	-12.87%	0.71	0.90	-21.30%
Jefferson High	188,744	94,978	98.72%	0.63	0.64	-2.74%	1.33	1.16	14.34%
La Honda-Pescadero	30,000	-	0%	0.99	1.02	-2.96%	1.20	0.99	21.13%
Las Lomitas	0	-	0%	1.60	1.68	-5.09%	0.87	0.87	0.04%
Menlo Park	410	410	0.00%	0.72	0.72	0.31%	0.73	0.72	1.47%
Millbrae	51,917	52,525	-1.16%	2.50	2.87	-12.77%	1.05	1.20	-12.60%
Pacifica	108,151	58,151	85.98%	1.88	2.24	-16.14%	1.25	1.15	8.35%
Portola Valley	25,000	25,000	0.00%	2.32	2.40	-3.57%	1.12	1.20	-6.67%
Ravenswood	81,269	6,269	1196.39%	0.58	0.63	-6.76%	1.31	0.88	48.14%
Redwood City	237,392	110,964	113.94%	1.29	0.97	32.44%	1.35	1.11	21.38%
San Bruno	145,074	121,451	19.45%	1.38	1.38	-0.30%	1.54	1.76	-12.07%
San Carlos	129,114	109,258	18.17%	0.53	1.49	-64.13%	1.34	1.54	-13.31%
San Mateo High	242,554	142,679	70.00%	0.66	0.47	41.32%	1.07	1.01	5.67%
San Mateo-FC	113,944	105,890	7.61%	1.27	1.36	-7.22%	0.71	0.82	-14.12%
Sequoia	227,582	153,803	47.97%	0.88	0.88	0.29%	1.11	1.13	-1.67%
SM Office of Ed.	3,175	10,980	-71.08%	1.14	1.08	5.80%	1.04	1.12	-6.80%
SSF	37,052	34,539	7.28%	0.48	0.51	-6.19%	0.57	0.61	-6.34%
Woodside	1,904	-	0%	0.93	0.95	-1.58%	1.00	0.98	1.25%
<b>Total</b>	<b>1,912,129</b>	<b>1,255,466</b>	<b>52.30%</b>	<b>27.35</b>	<b>28.91</b>	<b>-5.37%</b>	<b>25.31</b>	<b>25.25</b>	<b>0.24%</b>

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Administration of The Organization       **Action**  
**Item Number:** H5       **Consent**  
**Title:** Dental Renewal & Plan Options for Consideration       **Information**

**Background**

Based on the Board decision to move to ACSIG JPA for the Dental plans effective January 1, 2026, Alliant has finalized the January 1, 2026 Dental Renewals:

- Renewal rate recommendations based on claims through March 2025

The following presentation outlines the following alternatives that were presented to the EC on 5/8:

- Renewal decisions related to the dental program
- Dental Underwriting & Rate Setting Recommendation
  - 2026 Dental Rates
    - Status quo, no plan changes
  - 2026 Dental plan enhancements for consideration
    - Option 1 - D&P Maximum Waiver
    - Option 3 - Add 3 new plan options that provide increases Out-of-Network reimbursement at 80<sup>th</sup> percentile of U&C

**Recommendation**

Dental Considerations	Status Quo	Option 1	Option 3
Benefit Change	No Benefit Changes	Diagnostic & Preventive Waiver	80 <sup>th</sup> U&C for out of network – Creating 3 new plans to replace plans D, F, J
Rate Increase	11.4% Increase All Plans	15.6% Increase All Plans	17.6% Increase to new plans only & 11.4% increase to all other plans, unless D&P is added (15.6% to all plans)
Estimated Claims Impact	N/A	\$573K	\$211K

The Executive Committee reviewed and recommend that the JPA board approve Option 1: Addition of the diagnostic and preventive services with a 15.6% increase to all plans.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Administration of The Organization       **Action**  
**Item Number:** H6       **Consent**  
**Title:** Vision Renewal & Plan Options for Consideration       **Information**

**Background**

Based on the Board decision to move to ACSIG JPA for the Vision plans effective January 1, 2026, Alliant has finalized the January 1, 2026 Vision Renewals:

- Renewal rate recommendations based on claims through March 2025

The following presentation outlines the following:

- Renewal decisions related to the vision program
- Vision Underwriting & Rate Setting Recommendation
  - 2026 Vision Rates
    - Status quo, no plan changes
  - 2026 Vision plan enhancements for consideration
    - Increase to \$180 frame allowance (currently \$150)
    - Increase to \$200 frame allowance (currently \$150)

**Recommendation**

Vision Considerations	Status Quo	Option 1	Option 2
Benefit Change	No Benefit Changes	Increase Frame Allowance to \$180 (currently \$150)	Increase Frame Allowance to \$200 (currently \$150)
Rate Increase	2.2% Increase All Plans	6.6% Increase All Plans	14.1% Increase All Plans
Estimated Claims Impact	N/A	\$52K	\$83K

The Executive Committee reviewed and recommend that the JPA board approve Option 1: increase to Frame allowance of \$180 (currently \$150) with a 6.6% increase to all plans.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

**Department:** Administration of the Organization       **Action**  
**Item Number:** H7       **Consent**  
**Title:** Approval of Equity Utilization       **Information**

**Background**

**Background:**

SMCSIG's financial position continues to demonstrate stability and surplus in specific self-insured programs, particularly Workers' Compensation, Dental, and Vision. This is presented for the Executive Committee consideration of a moderated equity utilization for members, based on positive program performance and capital target calculations and the structured equity utilization statement.

The potential utilization of equity is based on the following programs and years:

- **Workers' Compensation:** FY 2020–21
- **Dental & Vision:** Prior Year
- **Property & Liability and Unemployment:** Not applicable for this return

Moderation options (upper bound and lower bound) were evaluated to balance member benefit and long-term program solvency:

<u>Moderation in Structured Equity Utilization</u>	<u>Workers' Compensation</u>	<u>Property &amp; Liability</u>	<u>Dental</u>	<u>Vision</u>	<u>Unemployment</u>	<u>Total</u>
Program Year	2020-21	N/A	Prior Year	Prior Year	N/A	
Upper bound- 1/3	3,726,656	-	117,790	326,025	-	4,170,471
1/4	2,794,992	-	88,342	244,519	-	3,127,853
Lower bound -1/5	2,235,994	-	70,674	195,615	-	2,502,282

**Considerations**

1. Propose an Equity Utilization to the Board of Directors?
2. Moderation of Equity Utilization – within a factor of – One third (1/3) or one fifth (1/5)
3. Determine the utilization option:
  - Premium Credit
  - Equity Bank (Deferral option for future use)

Each method offers varying fiscal impacts and operational implications, with the Equity Bank option offering members flexibility while supporting long-term program options with possible expansion of risk prevention programs or other risk management directives.

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### **Fiscal Implications**

While the programs under consideration have sufficient reserves to support equity utilization, the current economic and insurance market volatility warrants a moderated and measured approach. A one-fifth (1/5) utilization reserves for future volatility and claims development.

### **Recommendation**

It is recommended that the JPA Board approve a moderated equity utilization to One-Fifth (1/5) of eligible program surpluses for Workers' Compensation, \$2,235,994 from program year 2020-21 for workers' compensation program. Due to recent changes in the Dental and Vision programs, staff is recommending retaining surplus for those programs and approve premium credit for utilization method.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

<b>Department:</b> <u>Administration of The Organization</u>	<input checked="" type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> H8	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>Optum EAP 7/1/2025 Renewal</u>	<input type="checkbox"/>	<b>Information</b>

**Background**

SMCSIG JPA provides Optum EAP to all member districts participating in the SMCSIG Dental Plan. The current contract is in a rate guarantee for the period 7/1/2024 through 6/30/2025 with the current rate of \$1.10 expiring 6/30/2025. Premium is paid using Dental reserves.

The 7/1/2025 renewal is an increase of 4.5% or an additional annual cost of \$5,690.

Utilization continues to be low despite the JPA’s efforts to promote the EAP to member districts.

Optum EAP was not able to provide a rate pass because the JPA rates have been in force for 10 years and they no longer meet Optum’s minimum requirements. For future renewals, Alliant negotiated a new renewal date of 1/1 to align with all other SMCSIG employee benefit programs.

Note that Optum’s new rate guarantee includes indexed pricing that increases each year through 2028.

**Recommendation**

The Executive Committee reviewed and recommend that the JPA approve the 7/1/2025 renewal at new rate of \$1.15 pepm (18-month rate guarantee through 12/31/2026).

As part of Life Insurance Marketing to be conducted in May 2025, with results presented in July, we recommend reviewing no cost EAP program included in Life insurance program as a possible alternative solution effective 1/1/2026. If a change is desired, JPA can terminate Optum EAP with 60-day termination notice.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

<b>Department:</b> <u>Administration of The Organization</u>	<input checked="" type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> H9	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>2025/2026 SMCSIG Budget</u>	<input type="checkbox"/>	<b>Information</b>

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**Background**

Based on the operational estimates, actuary projections and excess insurance rates, the management team annually prepares a budget for the Executive Committee to review. This year’s budget contemplates the following:

Overall, the contributions increased 12.5% over the prior year, while expenditures increased 7.6% from the prior year; these increases are mostly due to rising insurance cost.

- Workers Compensation Program: This will be the sixth year of self-insuring. Overall funding rate is increasing 6.63% while total contributions are expected to increase \$2.671M based on increased payrolls. Prior year rate was offset with equity utilization.
- Property / Liability Program: Increase loss costs for the JPA (Property losses) and the industry overall has continued to press costs up with an overall increase of 8.3.4% largely driven by increases in property pool funding and excess coverage costs.
- Dental and Vision: These program costs are based on our adjust rates and the pass-through consortium costs, we are expecting minimal changes in these costs.
- Health Consortium: The budgeted revenues and expenses are based upon projected current year actuals.
- Unemployment: we are expecting minimal changes to this program.
- Operational costs: *only 2.7% of the overall expenditures, seeing a slight increase of .4% over prior year:*
  - *Professional fees – added Benefits Consulting cost of \$96K and R.E. Powers & Company of \$80K for PL claims assistance.*
  - *Loss Control Allocation – includes estimated cost for a new personnel position (if needed)*

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**Recommendation**

It is recommended that the JPA Board approve the 2025/2026 Budget, as recommended by the Executive Committee.

**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP**

**2025-2026 Budget by Line of Coverage**

Account		(a)	(c)		(a)-(c)	(c)/(a)	2025-2026 Budget by Line of Coverage						
Code	Account Title	2024-2025 Budget	Proposed 2025-2026 Budget	Percent of Total	\$ Variance	% Variance	Workers' Comp	Property Liability	Dental	Vision	Health Consortium	Unemployment	Total
<b>Revenues</b>													
40000	Contributions	\$ 85,103,274	\$ 95,346,178	98.6%	\$ 10,242,904	12.0%	\$ 22,002,000	\$ 22,419,178	\$ 15,000,000	\$ 1,300,000	\$ 34,600,000	\$ 25,000	\$ 95,346,178
62000	Investment Income	800,000	1,316,000	1.4%	516,000	64.5%	894,880	236,880	157,920	26,320	-	-	1,316,000
63000	Other Income	-	-	0.0%	-	-	-	-	-	-	-	-	-
	<i>Total Revenues</i>	<b>85,903,274</b>	<b>96,662,178</b>	<b>100.0%</b>	<b>10,758,904</b>	<b>12.5%</b>	<b>22,896,880</b>	<b>22,656,058</b>	<b>15,157,920</b>	<b>1,326,320</b>	<b>34,600,000</b>	<b>25,000</b>	<b>96,662,178</b>
<b>Expenses</b>													
	Program												
50000	Claims Expense	32,128,000	32,399,531	35.1%	271,531	0.8%	14,211,000	3,438,531	13,700,000	1,050,000	-	-	32,399,531
52010	Insurance Premiums Expense	48,914,485	55,023,460	59.6%	6,108,975	12.5%	3,467,000	16,931,460	125,000	-	34,500,000	-	55,023,460
53010	Claims Admin Fees & Incidentals	2,002,048	2,044,550	2.2%	42,502	2.1%	847,502	-	951,147	226,901	-	19,000	2,044,550
54025	Fraud Assessment	400,000	350,000	0.4%	(50,000)	-12.5%	350,000	-	-	-	-	-	350,000
	Subtotal	<b>83,444,533</b>	<b>89,817,541</b>	<b>97.3%</b>	<b>6,373,008</b>	<b>7.6%</b>	<b>18,875,502</b>	<b>20,369,991</b>	<b>14,776,147</b>	<b>1,276,901</b>	<b>34,500,000</b>	<b>19,000</b>	<b>89,817,541</b>
	Administrative												
54010	Risk Management	105,000	40,000	0.0%	(65,000)	-61.9%	20,000	20,000	-	-	-	-	40,000
54020	Loss Control Allocation	543,059	625,671	0.7%	82,612	15.2%	384,621	241,050	-	-	-	-	625,671
54030	Professional Services	306,000	493,646	0.5%	187,646	61.3%	29,885	293,328	99,586	13,248	57,600	-	493,646
54040	Financial Accounting Services	273,025	285,876	0.3%	12,851	4.7%	80,963	121,444	53,975	13,494	16,000	-	285,876
55010	Salary Expense	851,334	659,944	0.7%	(191,390)	-22.5%	197,983	296,975	131,989	32,997	-	-	659,944
56010	Travel, Conference & Development	41,500	43,000	0.0%	1,500	3.6%	12,900	19,350	8,600	2,150	-	-	43,000
56020	Bank Fees	20,000	25,000	0.0%	5,000	25.0%	7,500	11,250	5,000	1,250	-	-	25,000
56030	Depreciation Expense	25,000	25,000	0.0%	0	0.0%	25,000	-	-	-	-	-	25,000
56040	Office Supplies	25,300	18,510	0.0%	(6,790)	-26.8%	5,553	8,330	3,702	926	-	-	18,510
56050	Postage	1,650	1,600	0.0%	(50)	-3.0%	480	720	320	80	-	-	1,600
56060	Reference Materials & Membership	8,905	18,393	0.0%	9,488	106.5%	5,518	8,277	3,679	920	-	-	18,393
56070	Office Equipment	25,500	17,500	0.0%	(8,000)	-31.4%	5,250	7,875	3,500	875	-	-	17,500
56075	Internet & Technology	51,300	67,200	0.1%	15,900	31.0%	12,060	45,090	8,040	2,010	-	-	67,200
56081	Utilities	35,000	35,000	0.0%	0	0.0%	10,500	15,750	7,000	1,750	-	-	35,000
56083	Building Maintenance & Repairs	103,000	103,000	0.1%	0	0.0%	30,900	46,350	20,600	5,150	-	-	103,000
56085	Rental Expense	35,000	-	0.0%	(35,000)	-100.0%	-	-	-	-	-	-	-
58000	Miscellaneous Expense	1,500	1,500	0.0%	0	0.0%	450	675	300	75	-	-	1,500
	Subtotal Administration	<b>2,452,073</b>	<b>2,460,840</b>	<b>2.7%</b>	<b>8,767</b>	<b>0.4%</b>	<b>829,563</b>	<b>1,136,463</b>	<b>346,291</b>	<b>74,924</b>	<b>73,600</b>	<b>-</b>	<b>2,460,840</b>
	<i>Total Expenses</i>	<b>85,896,606</b>	<b>92,278,381</b>	<b>100.0%</b>	<b>6,381,775</b>	<b>7.4%</b>	<b>19,705,065</b>	<b>21,506,454</b>	<b>15,122,438</b>	<b>1,351,824</b>	<b>34,573,600</b>	<b>19,000</b>	<b>92,278,381</b>
	<b>Net Income</b>	<b>\$ 6,668</b>	<b>\$ 4,383,797</b>		<b>\$ 4,377,129</b>		<b>\$ 3,191,815</b>	<b>\$ 1,149,604</b>	<b>\$ 35,482</b>	<b>\$ (25,504)</b>	<b>\$ 26,400</b>	<b>\$ 6,000</b>	<b>\$ 4,383,797</b>
	<b>Prior Year Expense Balance</b>	<b>51,590,009</b>	<b>85,896,606</b>				<b>19,219,601</b>	<b>20,185,578</b>	<b>14,997,650</b>	<b>1,458,776</b>	<b>30,016,000</b>	<b>19,000</b>	<b>85,896,605</b>
	<b>Variance Change</b>	<b>\$ 34,306,597</b>	<b>\$ 6,381,775</b>				<b>\$ 485,464</b>	<b>\$ 1,320,876</b>	<b>\$ 124,788</b>	<b>\$ (106,952)</b>	<b>\$ 4,557,600</b>	<b>\$ -</b>	<b>\$ 6,381,776</b>

**total admin costs to be funded in underwriting**

<b>2,027,065</b>	<b>1,136,463</b>
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**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

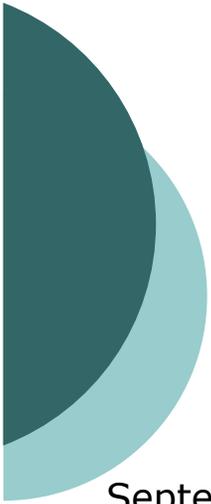
<b>Department:</b> <u>Administration of the Organization</u>	<input type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> H10	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>For the Good of the Order</u>	<input checked="" type="checkbox"/>	<b>Information</b>

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**SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
JPA BOARD MEETING  
AGENDA ITEM**

<b>Department:</b> <u>Administration of the Organization</u>	<input checked="" type="checkbox"/>	<b>Action</b>
<b>Item Number:</b> H11	<input type="checkbox"/>	<b>Consent</b>
<b>Title:</b> <u>2025-2026 Meeting Calendar</u>	<input type="checkbox"/>	<b>Information</b>

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# San Mateo County Schools Insurance Group AGENDA ITEM H11

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## 2025/2026 Executive Committee Meeting Calendar

September 11, 2024

- Year End Financial Statement
- Life Insurance Policy Renewal
- OPEB Report

November 6, 2024

### **JPA Board Meeting**

- Financial Audit Presentations

January 15, 2025

- Quarterly Financial

March 5, 2025

- Preview of Rates

May 7, 2025

- Preliminary Budget
- Quarterly Financial
- Actuarial Reports

May 21, 2025

### **JPA Board Meeting**

- WC Rates
- P/L Rates
- Dental Rates
- Vision Rates
- Final Budget
- Executive Committee Elections

**Meeting Time: 9:00 a.m.—12:00 p.m.**