



President
Mr. Steve Baker
City of Yreka

Vice President
Mr. Wes Heathcock
City of Colfax

Secretary
Mr. John Duckett
City of Shasta Lake

Treasurer
Mr. Roger Carroll
Town of Loomis

**SMALL CITIES ORGANIZED RISK EFFORT
SPECIAL EXECUTIVE COMMITTEE
TELECONFERENCE MEETING AGENDA**

- A Action**
- I Information**
- 1 Attached**
- 2 Hand Out**
- 3 Separate Cover**
- 4 Verbal**
- 5 Previously Mailed**

Location: Teleconference
Date/Time: Thursday, April 2, 2020 at 10:00 A.M.
Call in number: 877-309-3457
Conference Code: 613 631 245

PAGE **A. CALL TO ORDER**

B. ROLL CALL

C. APPROVAL OF AGENDA AS POSTED

A 1

D. PUBLIC COMMENTS

Pg. 3 **E. CONSENT CALENDAR**

A 3

All matters listed under the consent calendar are considered routine with no separate discussion necessary. Any member of the public or Board of Directors may request any item to be considered separately.

- 1. Executive Committee Special Meeting Minutes – January 9, 2020

F. JPA BUSINESS

Pg. 5 **1. General Retainer Agreement – Gibbons & Conley**

A 1

The Executive Committee will be presented with a General Retainer Agreement with Gibbons & Conley for review and possible approval.

Pg. 9 **2. Precision Concrete Cutting General Agreement**

A 1

The Executive Committee is asked to consider a general agreement for all SCORE members.

Pg. 15 **3. Financial Auditor Selection**

A 1

The Executive Committee will be presented with the responses from the Financial Audit RFP and will consider selecting the vendor.

4. Service Provider Contract Renewals

A

Pg. 20 **a. Lexipol Proposed Memorandum of Understanding (MOU)**

4

The Board will be presented with the proposed 1 year and 3 year pricing options with Lexipol for Police Policy updates and Daily Training Bulletins.

Pg. 22	b. Sedgwick (fka York) Liability Claims	1
	<i>The Board will be presented with the proposed agreement with Sedgwick (FY 20-23).</i>	
Pg. 29	c. Sedgwick (fka York) Workers Compensation Claims	4
	<i>The Board will be presented with the proposed agreement with Sedgwick (FY 20-23).</i>	
Pg. 37	d. Target Solutions	1
	<i>The Board will be presented with the proposed three year pricing (2021-2023).</i>	
Pg. 39	e. ACI EAP	
	<i>The Board will be presented with the proposed pricing (2020-2022).</i>	
Pg. 46	G. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 **REQUESTING AUTHORITY	
	1. Workers' Compensation	A 3
	a. SCWA-556123 v. City of Mount Shasta**	
	b. SCWA-555964 v. City of Yreka**	
	c. SCWA-556068 v. City of Yreka**	
	d. SCWA-555957 v. City of Mount Shasta**	
	e. SCWA-555863 v. City of Mount Shasta**	
	f. SCWA-254836 v. City of Mount Shasta**	
	2. Liability	
	a. SCGA01985A2 v. City of Mt. Shasta	
	b. Romaine v. Ft. Jones	
	H. REPORT FROM CLOSED SESSION	
	I. CLOSING COMMENTS	
	J. ADJOURNMENT	



**Small Cities Organized Risk Effort (SCORE)
Emergency Executive Committee
Teleconference Meeting Minutes
January 9, 2020**

Member Cities Present:

Roger Carroll, Town of Loomis
Blake Michaelsen, City of Dunsmuir

Steve Baker, City of Yreka
John Duckett, City of Shasta Lake

Member Cities Absent: City of Colfax

Consultants & Guests:

Ariel Leonhard, Sedgwick

Michelle Minnick, Alliant Insurance Services

A. CALL TO ORDER

Mr. Steve Baker called the meeting to order at 11:32 A.M.

B. ROLL CALL

The above mentioned members were present constituting a quorum.

C. APPROVAL OF AGENDA AS POSTED

A motion was made to approve the Agenda as posted.

MOTION: Roger Carroll

SECOND: Blake Michaelsen

**MOTION CARRIED
UNANIMOUSLY**

D. PUBLIC COMMENT

There were no public comments.

E. CONSENT CALENDAR

1. Executive Committee Special Meeting Minutes – March 6, 2019

A motion was made to approve the Consent Calendar as presented.



MOTION: Blake Michaelsen

SECOND: Roger Carroll

**MOTION CARRIED
UNANIMOUSLY**

F. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54956.95

At 11:34 A.M., pursuant to Government code section 54956.95, the Board held a closed session to discuss the following claims for payment of tort liability loss or public liability loss.

1. Workers' Compensation

- a. SCWA-556104 v. Portola** Loomis, Dunsmuir

F. REPORT FROM CLOSED SESSION

The Executive Committee returned from closed session at 11:46 A.M. President Steve Baker announced the Committee provided direction on the claims but no reportable actions were taken.

G. CLOSING COMMENTS

There were no comments.

H. AJOURNMENT

The meeting was adjourned at 11:47 A.M.

NEXT MEETING DATE: January 31, 2020 in Anderson, CA

Respectfully Submitted,

John Duckett, Secretary

Date

BACK TO AGENDA

Agenda Item F.1.

GENERAL RETAINER AGREEMENT – GIBBONS & CONLEY

ACTION ITEM

ISSUE: SCORE legal counsel Gibbons and Conley have requested an increase in their fees from \$175 per hour to \$215 per hour in FY 19/20 as part of a new agreement, attached, that will increase the fee by \$5 per hour in FY 20/21 and again in FY 21/22.

The request is reasonable based on current rates paid to other attorneys and given the excellent work the firm has provided in coverage-issue claims and complex litigation. This includes establishing “landmark” inverse legal precedent in successfully defending a sewer claim against Oroville. That precedent will benefit SCORE members when a sewer claim could have been prevented with a backflow device.

RECOMMENDATION: Approve new contract terms or provide direction.

FISCAL IMPACT: Estimated at no more than \$1,000 per year, based on an average of 20-25 hours of work per year. Current budget is \$7,000 but actual spend in FY 18/19 was \$1,525. In FY 19/20 we have paid approximately \$2,500.

BACKGROUND: The firm has been charging \$175 per hour since their last contract renewal in 2012. Most of the firms SCORE uses for legal defense work are now charging in the \$210 to \$225 per hour range for partners. SCORE has benefited from a below-market rate for a few years since there was no fee increase built in to the old contract.

ATTACHMENT(S): Gibbons & Conley Legal Services Agreement

**Small Cities Organized Risk Effort (SCORE)
AGREEMENT FOR LEGAL SERVICES**

By this agreement, Small Cities Organized Risk Effort ("SCORE") and the Law Firm of Gibbons & Conley ("Firm") mutually agree:

1. Purpose:

SCORE is a public entity risk-sharing pool in need of legal services, including legal advice, counsel and representation as needed.

2. Firm's Obligations

Firm shall perform legal services and legal representation on behalf of SCORE on as needed basis and as requested by SCORE. Firm shall assign to such matters members of its staff who are qualified and competent to provide professional legal service and legal representation. No major decisions concerning the handling of a matter, commitments for substantial expenditures concerning retention of expert witnesses, medical testimony or settlement offers are to be made without prior approval of SCORE.

3. SCORE's Obligations

In consideration for Firm's legal services, including all of the time devoted to an assignment commencing with the first time received by Firm, SCORE shall pay Firm upon receipt of detailed invoices at the following rates, per year, as stated herewith:

March 1, 2020 – June 30, 2021: attorney rate \$215 per hour; paralegal rate \$100 per hour

March 1, 2021 – June 30, 2022: attorney rate \$220 per hour; paralegal rate \$105 per hour

March 1, 2022 – June 30, 2023: attorney rate \$225 per hour; paralegal rate \$110 per hour

Routine copy charges, auto mileage and telephone shall be included as a 2.5% overhead charge. In addition, Firm shall be paid for actual out-of-pocket expenses, such as filing fees, costs of depositions and court reporter fees, expert witness fees, accident analysis, medical examination, jury fees, travel, and other items as may be necessary in representation. Invoices for aforesaid fees and costs will be forwarded to SCORE for direct payment.

SCORE and its members shall cooperate fully with Firm by providing at no expense to Firm such reports, investigations, records, maps and other documents as may be reasonably necessary for legal representation.

4. Term

The term of this agreement shall commence on March 1, 2020 through June 30, 2023.

5. Independent Contractor Status

In performing the legal services herein agreed upon, Firm shall have the status of an independent contractor and shall not be deemed to be an officer, employee or agent of SCORE or its member entities.

6. Subcontract and Assignment

Firm shall not subcontract any of the work or assign any of its rights or obligations without the prior written consent of SCORE.

7. Records

Firm shall at all times keep complete and thorough records of the time expended in performing services on behalf of SCORE as herein agreed upon and Firm shall also make available to SCORE for audit records so maintained.

8. Insurance

During the entire term of this contract and any extension or modification thereof, the Firm shall keep in effect insurance policies providing coverage for commercial general liability, professional liability, workers' compensation and employers' liability exposure at limits described below, or as acceptable by SCORE, and shall provide certificates of insurance evidencing the above-required insurance coverage annually.

Minimum Limits of Insurance:

General Liability: \$1,000,000 per occurrence combined for bodily injury, property damage and personal injury.

Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

Errors and Omissions: \$1,000,000 per occurrence/aggregate, on a claims made basis.

9. Conflicts of Interest

Firm promises and agrees that it and members of its staff shall avoid any actual or potential conflicts of interest. Firm agrees to immediately notify SCORE's Program Administrator or his or her designee of any matter involving an actual or potential conflict of interest.

10. Termination

This contract may be terminated by either party at its sole discretion, upon thirty-day written notice. Firm shall be paid for all fees and costs that have accrued up to the time of termination.

11. Signatures

THESE SIGNATURES ATTEST THE PARTIES AGREEMENT HERETO:

SCORE

By _____
Name: MARCUS BEVERLY
Title: Program Administrator

Dated: _____

Firm

By _____
Name: A. Byrne Conley

Dated: _____

ABC/ds
SCORE/2020 contract

BACK TO AGENDA

Agenda Item F.2.

PRECISION CONCRETE CUTTING GENERAL AGREEMENT

ACTION ITEM

ISSUE: Members have utilized Precision Concrete as a cost-effective way of maintaining their sidewalks to avoid costly trip and fall claims. The Executive Committee is asked to consider a master agreement with Precision Concrete to obtain group pricing and ease the process of engaging their services.

Attached is a *sample* agreement as well as information regarding their services and available training presentation should the members want more information.

RECOMMENDATION: Review and provide direction or authority to negotiate a master agreement between SCORE and Precision Concrete per the terms in the attached sample agreement.

FISCAL IMPACT: None. Costs will be a pass-through for SCORE or good use of risk management grants.

BACKGROUND: Precision Concrete has been providing unique sidewalk *cutting* repairs for over 20 years in the SF Bay Area and have spread throughout California.

ATTACHMENT(S):

1. Sample agreement with Precision Concrete
2. Sample Training Flyer

Date: 3/11/20

PROPOSAL FOR “NOT TO EXCEED” AGREEMENT BETWEEN THE **INSURANCE AUTHORITY AND PRECISION CONCRETE CUTTING (PCC)**

OVERVIEW

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to pedestrians. Displaced sidewalks cause problems for both public and private entities in the form of trip and fall liability exposure.

It is proposed that the City of Pinole and PCC enter into an agreement whereby PCC will assess, and repair sidewalks as identified and requested by City staff. The price for these services shall not exceed the dollar amount and quantity defined in the “Proposal Detail” section below.

BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE PHONE SOFTWARE

PCC has developed proprietary mobile software useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management

PROPRIETARY AND PATENTED REPAIR METHOD

To Date, PCC has been awarded 6 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – www.uspto.gov

- 6,827,074 - Hub and blade combination patent
- 6,896,604 - Dust hood patent
- 7,000,606 - Cutting apparatus and broadening patent
- 7,143,760 - Method patent
- 7,201,644 - Variations and broadening patent
- 7,402,095 - Extended methods patent

MASTER SERVICE AGREEMENT

This Master Services Agreement (“AGREEMENT”) made as of this date, by and between Precision Concrete Cutting (“CONTRACTOR”) and **The Insurance Authority (“AUTHORITY”)**.

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow The Insurance Authority members (“MEMBER”) access to professional sidewalk inspection and maintenance services.

Further, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR’s specific services are defined below and are available to MEMBER on an as-needed basis. The exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBER is responsible for initiating and requesting any work of CONTRACTOR

PROPOSAL DETAILS

Service Option 1 SIDEWALK ASSESSMENT SERVICES

PCC will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of MEMBER with the agreement of both parties. The report will include photographs, measurements and be GIS compatible

Sidewalk Assessment Fee Schedule

\$365 per sidewalk mile

Sample Services and Responsibilities

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public rights-of-way designated on the maps.
3. CONTRACTOR shall use current ADA and California Building Code standards, as applicable, in determining trip hazards. These hazards shall include, but not be limited to: a) Differential displacement between sidewalk sections 3/8” or greater b) Spall surfaces, holes in surfaces, and cracks above 1” wide or greater c) Deteriorated joints that have an eroded condition and are 1/2” wide or greater
4. CONTRACTOR shall record location of damaged sections in a GPS device.
5. Data entered into the GPS device shall be provided in writing to the MEMBER.
6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to: a) Identification and description of each problem condition b) Physical address and location, including GPS location data c) Size of the hazards in height, length, and square foot

Service Option 3 SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL

Billing Units:

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot Per Location	Square Foot Per Location
Price Per Repair	\$ 35.00	\$ 67.00	\$ 128.00	5 LF	25 sqft
Price Per Sqft	\$ 1.40	\$ 2.60	\$ 5.25	N/A	NA

Sample Sidewalk Survey Services and Responsibilities

1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
2. CONTRACTOR shall specify problems and recommend action to be taken.
3. CONTRACTOR shall prioritize the areas and problems to be resolved.
4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
6. CONTRACTOR shall recommend areas to be demolished and replaced.
7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to: a) Identification and description of each problem condition b) Physical address and location, including GPS location data c) Size of the hazards in height, length, and square foot d) Probable cause of the hazard, if evident e) Pictures of damaged areas 1) Priority for repair — high, medium, low g) Recommended action to be taken h) CONTRACTOR shall report to the MEMBER the results of the inspection upon completion

Sample Sidewalk Trip Hazard Removal Services and Responsibilities

1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from 3/8' up to 2 1/2" in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
3. The MEMBER shall set a fixed budget "not to exceed" per month, per quarter, or per year.
4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management.

Sample Remove/Replacement Survey Reporting Services and Responsibilities

1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
2. CONTRACTOR shall identify "remove and replacement" locations to maximize the repair of locations that truly need to be replaced.
3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the affected panels to be replaced.
4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
5. CONTRACTOR shall provide an in-depth report on a monthly basis, audit-able for maintenance and risk management.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:
REPRESENTATIVE:

YOUR

[Joseph Ortega, Vice President Business Development](#)

X _____



- ✓ EXCEEDS ADA COMPLIANCE
- ✓ MOST COST-EFFECTIVE
- ✓ CLEANEST PROCESS
- ✓ HIGHEST QUALITY
- ✓ DETAILED REPORTING
- ✓ SERVICING NORTH AMERICA



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

MAKING SIDEWALKS MORE WALKABLE FOR PEDESTRIANS EVERYDAY.



INNOVATION

- Patented technology
- Smart phone app
- GPS survey maps



ENVIRONMENTAL RESPONSIBILITY

- Patented system captures any dust and debris
- Small equipment reduces noise and CO2 emissions
- All concrete removed is recycled



SIDEWALK TRIP HAZARD



LIABILITY REMOVED

- Our repairs :
- Are ADA compliant
 - Remove the liability
 - Don't cause disruptions
 - Make sidewalks safe



AFFORDABILITY

Sidewalk repairs typically save you 70 - 90% compared with sidewalk replacement.

We saved our customers over \$75,000,000 last year!

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CALL TODAY FOR FREE DEMONSTRATION
THE ONLY NATIONWIDE TRIP HAZARD REMOVAL COMPANY



THE COST OF **1 LAWSUIT** COULD BE THE SAME COST OF

FIXING ALL YOUR TRIP HAZARDS...

YOU MAKE THE CALL



BACK TO AGENDA

Agenda Item F.3.

FINANCIAL AUDITOR SELECTION

ACTION ITEM

ISSUE: SCORE issued a Request for Proposals (RFP) for independent financial audit services and received proposals from four service providers. The Program Administrators reviewed the responses and provided them, along with a summary score sheet, for the Executive Committee members to review. The results of their feedback will be presented at the meeting for review and discussion.

RECOMMENDATION: T.B.D.

FISCAL IMPACT: T.B.D. - the proposals range from \$25,350 to \$27,700. The summary will highlight the differences in order to assist in discussion.

BACKGROUND: The annual financial audit has been conducted by Crowe Horwath since FY 10/11.

ATTACHMENT(S): Summary of Audit Proposals

SUMMARY OF RESPONSES TO SCORE 2020 RFP FOR FINANCIAL AUDIT SERVICES - RC

VENDORS	James Marta & Company 701 Howe Avenue STE E3 Sacramento, CA 95825	SCORE	Maze & Associates 3478 Buskirk Avenue, Suite 215 Pleasant Hill, CA 94523	SCORE	Moss Adams 2882 Prospect Park Dr. Suite 300 Rancho Cordova, CA 95670	SCORE	Sampson, Sampson & Patterson 3148 Willow Avenue, Suite 102 Clovis, CA ,93612	SCORE
Total Cost	Fiscal year ending 6-30-20 \$25,000 Fiscal year ending 6-30-2021 \$25,600 Fiscal year ending 6-30-2022 \$26,200 Total for Three Years = \$76,800	3	Fiscal year ending 6-30-20 \$21,220 Fiscal year ending 6-30-2021 \$22,069 Fiscal year ending 6-30-2022 \$22,952 Total for Three Years = \$66,241	4	Fiscal year ending 6-30-20 \$21,000 Fiscal year ending 6-30-21 \$21,500 Fiscal year ending 6-30-22 \$22,000 Total for Three Years = \$64,500	4	Fiscal year ending 6-30-20 \$20,250 Fiscal year ending 6-30-20 \$20,800 Fiscal year ending 6-30-21 \$21,400 Total for Three Years = \$62,450	5
Cost per Hour for Partner(s)/Principal(s)	\$275	4	\$300	4	\$400	4	\$135	5
Cost per Hour(Staff)	\$115-\$175 - 170 Hours Total	4	\$65-\$170 167 Hours total	5	\$115-\$210 170 Hours total	4	\$50-\$80 218 Hours total	5
Assigns Senior and/or Executive Level Staff as engagement partner	Yes - Principal	5	Yes-Director	5	Yes-Senior Manager	5	Yes	5
Conflict of Interests	NONE	5	NONE	5	NONE	5	NONE	5
Firm's Audit Methodology, Approach and use of IT tools		4		5		4		4
Firm Experience(in general, NOT including JPAs and Risk Pools)		4		4		4		4
Experience Auditing Risk Pools		5		4	Included SCORE as former client	3		4
Recent External Quality Control Review(Peer review) Results		5		5	I didn't see any reference	0	I didn't see any reference	0
Cost/Benefit Analysis*								
Guarantees or assures timelines of Audit Report	Yes		Yes		Yes		Yes	

Number and validity of references	Northern California Cities Self Insurance Fund (NCCSIF), Trindel Insurance Fund, California Joint Powers Insurance Authority (CJPIA), Public Entity risk Management Authority (PERMA)	California Joint Powers Risk Management (CJPRMA), Redwood Empire Municipal Insurance Fund, City of Oakley,	State Accident Insurance Fund, Partnership Health Plan of California, University of California, Hastings College of the Law	Central San Joaquin Valley Risk Management Authority, Public Agency Risk Sharing Authority of California, California Affiliated Risk Managment Authorities, Local Agency Worker's Compensation Excess Join Powers Authority, Employment Risk Management Authority, Tuolomne Joint Powers Authority, Vector Control Joint Powers Agency
Has Valid Certificate of Insurance or Meets Ins. Requirements				
On-time Submission of Proposal	YES - Submitted 2/21/2020	3/2/2020	2/25/2020	2/29/2020
SCORE <i>5 points for each category with highest possible score of 65</i>	39	41	33	37

Rating Score: 5 = Excellent, 4 = Very Good, 3 = Good, 2 = Fair, 1 = Poor
blank = unclear/unknown

***Cost/Benefit Analysis - This is a subjective rating by the Program Administrator and is based on cost vs. JPA/Risk Pool Auditing Experience as well as the perceived value the vendor could potentially bring to the JPA and may include factors that cannot be measured, such as poor prior experiences**

SUMMARY OF RESPONSES TO SCORE 2020 RFP FOR FINANCIAL AUDIT SERVICES - WH

VENDORS	James Marta & Company 701 Howe Avenue STE E3 Sacramento, CA 95825	SCORE	Maze & Associates 3478 Buskirk Avenue, Suite 215 Pleasant Hill, CA 94523	SCORE	Moss Adams 2882 Prospect Park Dr. Suite 300 Rancho Cordova, CA 95670	SCORE	Sampson, Sampson & Patterson 3148 Willow Avenue, Suite 102 Clovis, CA ,93612	SCORE
Total Cost	Fiscal year ending 6-30-20 \$25,000 Fiscal year ending 6-30-2021 \$25,600 Fiscal year ending 6-30-2022 \$26,200 Total for Three Years = \$76,800	3	Fiscal year ending 6-30-20 \$21,220 Fiscal year ending 6-30-2021 \$22,069 Fiscal year ending 6-30-2022 \$22,952 Total for Three Years = \$66,241	5	Fiscal year ending 6-30-20 \$21,000 Fiscal year ending 6-30-21 \$21,500 Fiscal year ending 6-30-22 \$22,000 Total for Three Years = \$64,500	5	Fiscal year ending 6-30-20 \$20,250 Fiscal year ending 6-30-20 \$20,800 Fiscal year ending 6-30-21 \$21,400 Total for Three Years = \$62,450	5
Cost per Hour for Partner(s)/Principal(s)	\$275	5	\$300	5	\$400	4	\$135	2
Cost per Hour(Staff)	\$115-\$175 - 170 Hours Total	5	\$65-\$170 167 Hours total	5	\$115-\$210 170 Hours total	4	\$50-\$80 218 Hours total	2
Assigns Senior and/or Executive Level Staff as engagement partner	Yes - Principal	5	Yes-Director	5	Yes-Senior Manager	4	Yes	3
Conflict of Interests	NONE	5	NONE	5	NONE	5	NONE	5
Firm's Audit Methodology, Approach and use of IT tools		5		5		4		3
Firm Experience(in general, NOT including JPAs and Risk Pools)		4		5		4		3
Experience Auditing Risk Pools		5		5		5		5
Recent External Quality Control Review(Peer review) Results		5		5		0		0
Cost/Benefit Analysis*		4		5		3		2
Guarantees or assures timelines of Audit Report	Yes	5	Yes	5	Yes	5	Yes	5

Number and validity of references	Northern California Cities Self Insurance Fund (NCCSIF), Trindel Insurance Fund, California Joint Powers Insurance Authority (CJPIA), Public Entity risk Management Authority (PERMA)	5	California Joint Powers Risk Management (CJPRMA), Redwood Empire Municipal Insurance Fund, City of Oakley,	5	State Accident Insurance Fund, Partnership Health Plan of California, University of California, Hastings College of the Law	5	Central San Joaquin Valley Risk Management Authority, Public Agency Risk Sharing Authority of California, California Affiliated Risk Managment Authorities, Local Agency Worker's Compensation Excess Join Powers Authority, Employment Risk Management Authority, Tuolomne Joint Powers Authority, Vector Control Joint Powers Agency	5
Has Valid Certificate of Insurance or Meets Ins. Requirements		5		0		0		0
On-time Submission of Proposal	YES - Submitted 2/21/2020	0	3/2/2020	0	2/25/2020		2/29/2020	
SCORE <i>5 points for each category with highest possible score of 65</i>		61		60		48		40

Rating Score: 5 = Excellent, 4 = Very Good, 3 = Good, 2 = Fair, 1 = Poor
blank = unclear/unknown

***Cost/Benefit Analysis - This is a subjective rating by the Program Administrator and is based on cost vs. JPA/Risk Pool Auditing Experience as well as the perceived value the vendor could potentially bring to the JPA and may include factors that cannot be measured, such as poor prior experiences**

BACK TO AGENDA

Agenda Item F.4.A.

SERVICE PROVIDER CONTRACT RENEWALS

LEXIPOL MEMORANDUM OF UNDERSTANDING (MOU)

ACTION ITEM

ISSUE: The current Memorandum of Understanding with Lexipol provides updated general orders and Daily Training Bulletins (DTBs) for all seven member police departments. Documentation of such procedures and training has been an essential element in the defense of police civil rights suits and is recommended by the Program Administrators as a cost-effective way to prevent and defend such claims.

Lexipol has offered renewal terms for the next three years per the attached table. Pricing reflects a 3% increase each year, from the current \$27,468 to \$30,014 in FY 22/23. While SCORE has the option of a one-year agreement, locking in the three-year pricing will avoid the potential for larger increases in the future and provide budget stability.

RECOMMENDATION: Approve subscription to Lexipol including Daily Training Bulletins (DTB's) for all members with a police force for either one year or three.

FISCAL IMPACT: FY 20/21 pricing is \$28,290, an increase of 3% over the current \$27,468.

BACKGROUND: SCORE began funding member subscriptions to Lexipol in 2007. SCORE pays for member police agencies to subscribe to the Lexipol on-line policy and procedure manual to maintain up-to-date training for their operations. The Program Administrators have arranged for Lexipol to invoice SCORE directly with all members having a 7/1 renewal date, rather than having members pay for the service and submit invoices for reimbursement at various times throughout the year.

ATTACHMENT(S): Lexipol Renewal Pricing – 2020 to 2022

Lexipol Renewal Terms for SCORE Members

Company	Num Sworn Officers	LE Policy Manual Start Date	LE Policy Manual Renewal Date	LE Policy DTB Start Date	LE Policy DTB Renewal Date	2018 & 2019 Pricing	2020 Pricing	2021 Pricing	2022 Pricing
Etna PD-CA	2	8/6/2007	7/1/2020	7/19/2017	7/1/2020	1,622	1,671	1,722	1,774.00
Tulelake PD-CA	3	3/1/2007	7/1/2020	10/28/2015	7/1/2020	2,315	2,385	2,457	2,531.00
Rio Dell PD-CA	7	5/3/2004	7/1/2020	7/1/2018		3,042	3,132	3,225	3,322.00
Mount Shasta PD-CA	9	1/26/2004	7/1/2020	11/22/2017	7/1/2020	4,095	4,218	4,344	4,474.00
Weed PD-CA	10	5/14/2012	7/1/2020	6/1/2013	7/1/2020	4,182	4,308	4,437	4,570.00
Yreka PD-CA	15	11/17/2000	7/1/2020	7/5/2017	7/1/2020	5,652	5,820	5,994	6,174.00
Susanville PD-CA	16	4/26/2000	7/1/2020	1/1/2016	7/1/2020	6,560	6,756	6,960	7,169.00
						27,468	28,290	29,139	30,014

BACK TO AGENDA

Agenda Item F.4.B.

SERVICE PROVIDER CONTRACT RENEWALS

SEDGWICK LIABILITY CLAIMS ADMINISTRATION

ACTION ITEM

ISSUE: The contracts with York Risk Services for claims administration run through June 30, 2020, and Sedgwick (formally known as York) has provided the attached proposal for continuing their services with a new contract amendment for an additional three years, with two optional years.

The Liability Claims proposal represents a 20% decrease in the current fee, largely due to a decrease in serious claims activity and efficiencies based on Sedgwick’s purchase of York. The fees for the three years are as follows:

Line of Business	July 1, 2020 and ending June 30, 2021	July 1, 2021 and ending June 30, 2022	July 1, 2022 and ending June 30, 2023
General Liability	\$81,152	\$83,587	\$86,095

The renewal contains a number of other services that are described and priced in more detail, including background investigations, surveillance, Medicare Checks, and subrogation.

RECOMMENDATION: Review and approve or provide direction for finalizing a new contract.

FISCAL IMPACT: Renewal terms at \$81,152 for FY 20/21 are \$20,288 less (-20%) than the current fee of \$101,440.

BACKGROUND: Sedgwick (formally York Risk Services) has provided claims services for SCORE members since inception of the Liability and Workers’ Compensation Programs. York was again chosen as the claims administrator after a Request for Proposal process in 2012.

ATTACHMENTS: Amendment Three to York/Sedgwick Liability Claims Management Agreement

**AMENDMENT THREE
TO THE SERVICE AGREEMENT**

This Amendment Three to that certain Service Agreement dated as of July 1, 2012 and as subsequently amended (the “Agreement”) by and between Small Cities Organized Risk Effort Joint Powers Authority (“SCORE” or “Client”) and Sedgwick Claims Management Services, Inc., (“Sedgwick”), as assignee to York Risk Services Group, Inc. (“York”);

WITNESSETH

WHEREAS, York and Client entered into an Agreement whereby York agreed to provide certain general liability administration services; and

WHEREAS, effective March 25, 2020, York assigned to its parent, Sedgwick all of its rights and obligations under the Agreement; and

WHEREAS, Sedgwick and Client desire to amend the Agreement to extend the term of the Agreement and revise the claim fees and pricing structure, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1 entitled “Term of Agreement” shall be revised to include the following:

“The term of this Agreement has been extended to include the period from July 1, 2020 to June 30, 2023.”

2. Effective July 1, 2020, Section 2 “Compensation” of the Agreement shall be revised to include the provisions set forth in the attached Exhibit A.
3. The Agreement is hereby revised so that any notice to Sedgwick shall be sufficient if sent by certified or express mail (with capacity to demonstrate receipt) and addressed to:

General Counsel - Americas
Sedgwick Claims Management Services, Inc.
8125 Sedgwick Way
Memphis, Tennessee 38125

4. In addition, Sedgwick represents that it is the corporate parent of York and unconditionally assumes all of the rights, duties, obligations and liabilities of York, under the Agreement.
5. All other terms of the Agreement shall remain in force and unchanged. Any conflicts between this Amendment and the original Agreement, including prior executed amendments, shall be superseded by the terms provided herein.

In Witness Whereof, the parties have executed this amendment to be effective as of March 25, 2020.

SMALL CITIES ORGANIZED RISK
EFFORT JOINT POWERS AUTHORITY

YORK RISK SERVICES GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

SERVICE FEES

Client shall pay the following fees on a life of contract basis for services provided during the term of this Agreement:

1. Claim Fees

A. Client shall pay the following fees for claims received by Sedgwick during the period beginning July 1, 2020 and ending June 30, 2023:

Line of Business	July 1, 2020 and ending June 30, 2021	July 1, 2021 and ending June 30, 2022	July 1, 2022 and ending June 30, 2023
General Liability	\$81,152	\$83,587	\$86,095

2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on July 1, 2020 and ending on June 30, 2023:

- A. RMIS access, which includes two (2) users, is included. Additional access is available for a fee of \$750 per user per year.
- B. Additional RMIS Claims Storage: Closed claim data, greater than ten (10) years old will be stored at the Client's request and subject to an additional fee of \$0.15 per claim per year.
- C. Requests for custom programming will incur a fee of \$185 per hour.
- D. Standard data tapes are available for a fee of \$1,500 per feed.
- E. Client shall pay for storage of claim files which were closed at the time that Sedgwick obtained the Program. Sedgwick's liability for such files shall be subject to the same limitations as contained in its written agreements with storage service providers, if any.

3. Invoicing

Sedgwick shall submit its invoice for all fees on a monthly basis, by email, in advance, based on an annual fee estimate. Shortly after the expiration of the contract year, or upon termination, Sedgwick shall compare the installment amounts paid by Client to the actual fee due. Client shall pay any additional fee due, or Sedgwick shall credit Client for any overpayment, as the case may be.

4. SIU Service Fees

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Service name	Price
Research services	
Comprehensive background	\$450
Social media investigation	\$250
SmartPlus	\$395
Canvassing services	\$250
Skip tracing/individual locate	\$175
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties: \$35 (per county)
Records request	\$100 plus cost of records
Social media monitoring	\$25/week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <u>Additional expenses to hourly rate:</u> Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$10 (post prelim)
Unmanned surveillance	\$700 per day (three-day minimum) Deployment and extraction of stationary device: \$85 per hour: All other states \$95 per hour: California, Hawaii and New York
Video copies	\$60 per additional copy plus shipping
Field Services	
Alive and Well Check - In person	\$325: All other states \$350: California, Hawaii and New York
Alive and Well Check-Virtual Interview	\$125
Activity Check	\$350: All other states \$375: California, Hawaii and New York
AOE/COE	\$85 per hour (portal to portal): All other states
Recorded Statement	\$95 per hour (portal to portal): California, Hawaii and New York
Scene Investigation	New York
Trial/Deposition	Mileage charged at IRS standard mileage rate

Service name	Price
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	\$95 per hour
Fraud investigation (includes state reporting)	\$95 per hour
SIU intelligence program	Workers' compensation and general liability — \$150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

5. Subrogation and Other Recoveries:

- A. Upon Client approval, Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty-five percent (25%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- B. As determined by the parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

6. Medicare Secondary Payer Services

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client.

Detail	Unit	Fee
All States		
Mandatory CMS MMSEA Reporting	Per Claim	No Charge
Standard MSA with or without submission to CMS for approval	Per Referral	\$2,750.00
Final Settlement Document Submission	Per Referral	\$75.00
SSA and SSDI Checks	Per Hour	\$125.00
Medicare Check	Per Referral	\$50.00
Conditional Payment Investigation	Per Referral	\$150.00
Conditional Payment Resolution	Per Hour	\$125.00

7. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from Sedgwick's systems.

BACK TO AGENDA

Agenda Item F.4.C.

SERVICE PROVIDER CONTRACT RENEWALS

SEDGWICK WORKERS' COMPENSATION CLAIMS ADMINISTRATION

ACTION ITEM

ISSUE: The contracts with York Risk Services for claims administration run through June 30, 2020, and Sedgwick (formally known as York) has provided the attached proposal for continuing their services with a new contract amendment for an additional three years, with two optional years. The Workers' Compensation Claims proposal is summarized as follows:

Line of Business	July 1, 2020 and ending June 30, 2021	July 1, 2021 and ending June 30, 2022	July 1, 2022 and ending June 30, 2023
Workers' Compensation	\$103,555	\$104,590	\$105,635

The amendment includes charges for other services, most notably Bill Review at \$9.50 per bill and 26% of enhanced audit and PPO savings. Charges for Utilization Review are detailed and include a \$4 per hour increase for Nurse Review. Other charges are in line with current agreement and similar providers.

RECOMMENDATION: Review and approve or provide direction for finalizing a new contract.

FISCAL IMPACT: The first two years of the contract are at the same annual fee as the two optional years of the current contract. This agreement allows SCORE to lock in the third year at a 1% increase.

BACKGROUND: Sedgwick (formally York Risk Services) has provided claims services for SCORE members since inception of the Liability and Workers' Compensation Programs. York was again chosen as the claims administrator after a Request for Proposal process in 2012.

ATTACHMENTS: 2020-2023 YORK WC Claims Agreement Third Amendment

**AMENDMENT THREE
TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE AGREEMENT**

This Amendment Three to that certain Workers' Compensation Self-Insurance Service Agreement dated as of July 1, 2012 and as subsequently amended (the "Agreement") by and between Small Cities Organized Risk Effort Joint Powers Authority ("SCORE" or "Client") and Sedgwick Claims Management Services, Inc., ("Sedgwick"), as assignee to York Risk Services Group, Inc. ("York");

WITNESSETH

WHEREAS, York and Client entered into an Agreement whereby York agreed to provide certain workers' compensation administration services; and

WHEREAS, effective March 25, 2020, York assigned to its parent, Sedgwick all of its rights and obligations under the Agreement; and

WHEREAS, Sedgwick and Client desire to amend the Agreement to extend the term of the Agreement and revise the claim fees and pricing structure, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1 entitled "Term of Agreement" shall be revised to include the following:

"The term of this Agreement has been extended to include the period from July 1, 2020 to June 30, 2023."
2. Effective July 1, 2020, Section 2 "Compensation" of the Agreement shall be revised to include the provisions set forth in the attached Exhibit A.
3. The Agreement is hereby revised so that any notice to Sedgwick shall be sufficient if sent by certified or express mail (with capacity to demonstrate receipt) and addressed to:

General Counsel - Americas
Sedgwick Claims Management Services, Inc.
8125 Sedgwick Way
Memphis, Tennessee 38125
4. In addition, Sedgwick represents that it is the corporate parent of York and unconditionally assumes all of the rights, duties, obligations and liabilities of York, under the Agreement.
5. All other terms of the Agreement shall remain in force and unchanged. Any conflicts between this Amendment and the original Agreement, including prior executed amendments, shall be superseded by the terms provided herein.

In Witness Whereof, the parties have executed this amendment to be effective as of March 25, 2020.

SMALL CITIES ORGANIZED RISK
EFFORT JOINT POWERS AUTHORITY

YORK RISK SERVICES GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

SERVICE FEES

Client shall pay the following fees on a life of contract basis for services provided during the term of this Agreement:

1. Claim Fees

A. Client shall pay the following fees for claims received by Sedgwick during the period beginning July 1, 2020 and ending June 30, 2023:

Line of Business	July 1, 2020 and ending June 30, 2021	July 1, 2021 and ending June 30, 2022	July 1, 2022 and ending June 30, 2023
Workers' Compensation	\$103,555	\$104,590	\$105,635

2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on July 1, 2020 and ending on June 30, 2023:

- A. RMIS access, which includes two (2) users, is included. Additional access is available for a fee of \$750 per user per year.
- B. Additional RMIS Claims Storage: Closed claim data, greater than ten (10) years old will be stored at the Client's request and subject to an additional fee of \$0.15 per claim per year.
- C. Requests for custom programming will incur a fee of \$185 per hour.
- D. Standard data tapes are available for a fee of \$1,500 per feed.
- E. Client shall pay for storage of claim files which were closed at the time that Sedgwick obtained the Program. Sedgwick's liability for such files shall be subject to the same limitations as contained in its written agreements with storage service providers, if any.

3. Invoicing

All implementation and data conversion fees are billed upon notification of award.

Sedgwick shall submit its invoice for all other fees on a monthly basis, by email, in advance, based on an annual fee estimate. Shortly after the expiration of the contract year, or upon termination, Sedgwick shall compare the installment amounts paid by Client to the actual fee due. Client shall pay any additional fee due, or Sedgwick shall credit Client for any overpayment, as the case may be.

4. Care Management Fee Schedule

All claim administration fees and services contemplate the deployment of Sedgwick’s managed care services for all bill review and case management services. Managed care fees are detailed below. Fees may change from time to time upon 60 days written notice.

Medical Bill Review

Workers’ Compensation

Detail	Unit	Fee
Fee Per Bill	Per Bill	\$9.50
Enhanced Audit Savings	% of Savings	26%
PPO Network & Out of Network Savings	% of Savings	26%
Fee Schedule Savings	% of Fee Schedule	0%

Case Management

Detail	Unit	Fee
California		
Telephonic Case Management	Per Hour	\$99.00
Field Case Management	Per Hour	\$99.00 (Plus Mileage: IRS Reimbursement Rate & Expenses and Wait at Hourly Rate)

Utilization Review/Certification

Detail	Unit	Fee
California		
Medical Coordinator Review (Level 1)	Per Review	\$69.00
Nurse Review (Level 2, 3)	Per Review	\$149.00
Medical Director Review (additional fee	Per Review	\$250.00

when applicable)

Medical Director Appeal Review

Per Review

\$400.00

5. SIU Service Fees

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Service name	Price
Research services	
Comprehensive background	\$450
Social media investigation	\$250
SmartPlus	\$395
Canvassing services	\$250
Skip tracing/individual locate	\$175
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties: \$35 (per county)
Records request	\$100 plus cost of records
Social media monitoring	\$25/week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <u>Additional expenses to hourly rate:</u> Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$10 (post prelim)
Unmanned surveillance	\$700 per day (three-day minimum) Deployment and extraction of stationary device: \$85 per hour: All other states \$95 per hour: California, Hawaii and New York
Video copies	\$60 per additional copy plus shipping
Field Services	
Alive and Well Check - In person	\$325: All other states \$350: California, Hawaii and New York
Alive and Well Check-Virtual Interview	\$125
Activity Check	\$350: All other states \$375: California, Hawaii and New York
AOE/COE Recorded Statement Scene Investigation Trial/Deposition	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York Mileage charged at IRS standard mileage rate
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	\$95 per hour
Fraud investigation (includes state reporting)	\$95 per hour

Service name	Price
SIU intelligence program	Workers' compensation and general liability — \$150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

6. Subrogation and Other Recoveries:

- A. Upon Client approval, Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty-five percent (25%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- B. As determined by the parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

7. Medicare Secondary Payer Services

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client.

Detail	Unit	Fee
All States		
Mandatory CMS MMSEA Reporting	Per Claim	No Charge
Standard MSA with or without submission to CMS for approval	Per Referral	\$2,750.00
Final Settlement Document Submission	Per Referral	\$75.00
SSA and SSDI Checks	Per Hour	\$125.00
Medicare Check	Per Referral	\$50.00
Conditional Payment Investigation	Per Referral	\$150.00
Conditional Payment Resolution	Per Hour	\$125.00

8. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from Sedgwick's systems.

BACK TO AGENDA

Agenda Item F.4.D.

**SERVICE PROVIDER CONTRACT RENEWALS
TARGET SOLUTIONS**

ACTION ITEM

ISSUE: The Target Solutions Service agreement is set to expire 11/3/2020. The Board is presented with pricing for a three year renewal term of the Target Solutions contract.

Member use of Target Solutions has been steadily increasing over the past 4 years with 310 registered users in FY 17/18 and 387 registered users in FY 18/19. Average cost per user for FY 18/19 was \$65.01, a significant decrease from \$88.58 in FY 15/16 as a result of the increase in number of registered users. The utilization numbers for the last four years are:

FY 15/16:	284 registered users, 328 courses completed
FY 16/17:	280 registered users, 486 courses completed
FY 17/18:	310 registered users, 583 courses completed
FY 18/19:	387 registered users, 611 courses completed

RECOMMENDATION: Review and provide direction on the renewal of the Target Solutions contract.

FISCAL IMPACT: The renewal for the three year term is offered at \$26,415 (a 5% increase from the current price of \$25,157 per year) with increases of 5% for each of the three year term—3 year total of \$83,273—a 9% increase overall from FY 2019/20 (\$75,471).

FY 21/22:	\$26,414.85
FY 22/23:	\$27,735.59
FY 23/24:	\$29,122.36

BACKGROUND: SCORE entered into an agreement with Target Solutions in 2010 to provide members with an online option for safety and loss control training. This online platform allows for supervisors and managers to assign training modules and track employee progress as the modules are completed.

The service covers a wide variety of topics, *including fire personnel training* that is one of the key reasons members have continued to renew the service. This is the first year Target Solutions has increased their price as SCORE has received the ‘grandfathered’ rate for the full suite of training topics, including the optional fire training, for several years. To lock in the lower rate SCORE should consider a three-year contract term.

ATTACHMENTS:

1. SCORE Target Solutions Utilization Report 11/1/2018 – 10/31/2019

SCORE – TargetSolutions Utilization Report Summary

	Fiscal year 18/19	Fiscal Year 17/18
	11/1/2018 – 10/31/2019	11/1/2017 – 10/31/2018
Active Entities	12	14
# of Potential Active Entities	20	20
% Entities Active	60.0%	70.0%
# of Licenses	n/a	n/a
Total Active/Offline Users	583	463
Registered Users	387	310
% Users Active	66.4%	66.9%
Users Completing One or More Course	116	142
Courses Completed - Total	611	583
Users Completing One or More Custom Activities	26	37
Custom Activities Completed - Total	97	115

Member Organization	Total Active and Offline Employees	Registered Users	Courses Completed-Total	Users Completing One or More Courses	Custom Activities Completed-Total	Users Completing One or More Custom Activity
City of Biggs	8	6	0	0	0	0
City of Colfax	17	14	18	9	0	0
City of Dunsmuir	31	24	155	11	0	0
City of Etna	37	29	76	11	0	0
City of Isleton	3	2	2	2	0	0
City of Live Oak	36	16	0	0	0	0
City of Loyalton	1	1	0	0	0	0
City of Montague	35	27	0	0	0	0
City of Mount Shasta	98	75	82	15	0	0
City of Portola	30	9	0	0	0	0
City of Rio Dell	17	9	0	0	0	0
City of Shasta Lake	33	17	15	3	0	0
City of Susanville	27	17	0	0	0	0
City of Tulelake	16	2	0	0	0	0
City of Weed	34	15	2	1	0	0
City of Yreka	52	43	55	17	2	2
Fort Jones Volunteer Fire Department	25	22	118	23	95	24
SCORE - Small Cities Organized Risk Effort	7	7	0	0	0	0
Town of Fort Jones	15	7	28	5	0	0
Town of Loomis	27	24	12	12	0	0
Weed City Fire	34	21	48	7	0	0
TOTAL	583	387	611	116	97	26

BACK TO AGENDA

Agenda Item F.4.E.

SERVICE PROVIDER CONTRACT RENEWALS

ACI EAP

ACTION ITEM

ISSUE: The contract with ACI Specialty Benefits for Employee Assistance Program (EAP) and Wellness Services is up for Renewal as of *September 1, 2020*.

RECOMMENDATION: The Program Administrator recommends approval of the FY 20/21 EAP Coverage Renewal with ACI Specialty Benefits.

FISCAL IMPACT: The rate for EAP services is \$2.25 per employee per month. Based on a total of 512 employees, the annual amount is \$13,824. Members pay for the EAP services as part of their overall funding per the attached allocation for FY 20/21. *The allocation for the renewal on 9/1/20 is based on employee counts provided by members.*

BACKGROUND: The EAP and Wellness Services are well-utilized by SCORE members. The utilization rate for 2014 was 4.7%, great utilization considering that the national average is between 3% and 5%. Summary of Benefits for both EAP and Wellness Services are attached. ACI used the same employee count for fiscal years FY 16/17 and FY 17/18 and requested an updated employee count to ensure accuracy of pricing. ACI has offered a flat rate pass for the next two years keeping the rate of \$2.25 per employee per month.

ATTACHMENTS:

1. SCORE ACI Renewal Letter 2020-2022
2. EAP Allocation by Member – 2020-2022

SCORE
Employee Assistance Program Service Renewal 2020

March 6, 2020

Marcus Beverly, Vice President
 2180 Harvard Street, Suite 460, Sacramento, CA 95815

This letter is a confirmation of renewal for the EAP benefits offered by ACI Specialty Benefits for SCORE. It has been a pleasure to provide service to SCORE’s employees and their family members for the past 12 years. On behalf of the entire ACI staff, we appreciate your continued trust in ACI’s benefits and services. Please take a moment to review and confirm the renewal terms.

Renewal Date	September 15, 2020
Renewal Term	Two Years
Programs Provided	Corporate Employee Assistance Program
Renewal Rate	\$2.25 PEPM
Employee Count	512
Cities Covered	City of Biggs, City of Colfax, City of Dunsmuir, City of Etna, City of Isleton, City of Live Oak, Town of Loomis, City of Loyalton, City of Mount Shasta, City of Portola, City of Shasta Lake, City of Susanville, City of Tulelake, City of Weed, City of Yreka, Town of Fort Jones

This service renewal is subject to the same terms and conditions as the Master Service Agreement. Non-renewal notices must be sent in writing 90 days prior to termination date. Attached please find the updated Exhibit A which outlines the current service offerings. After reviewing the Service Renewal and initialing Exhibit A, please sign and return this document. Please keep a copy of each for your records. If you have any questions or comments about this renewal, please contact your Account Executive, Kathryn Dobkin.

SCORE Signature	Title	Date
ACI Specialty Benefits Signature	Title	Date

Benefit Description

ACI Specialty Benefits (ACI) will provide employee assistance program (EAP) services, including assessment, referral and short-term problem resolution. Following assessment, the employee or family member may be referred for therapy or other professional services.

ACI will also provide comprehensive work/life referrals, resources and services.

Problem Assessment

- Face-to-Face Sessions
-

EAP Work/Life Services

- **Legal assistance** for **unlimited** number of issues per year. Includes 60-minute in-office or telephonic consultation with local attorney and 25% discount for continued services
 - Telephonic **financial assistance** for **unlimited** number of issues per year. Includes 30-day financial coaching benefit with 90-day action plan take-away.
 - **Unlimited child care, elder care, pet care** and **education** referrals
 - **Unlimited** referrals and resources for **personal services**
 - **Veteran Connection**
 - **Identity theft prevention/recovery**. Includes 60-minute consultation
 - **Affinity™ Online** work/life website services
 - **100% Follow-up** for all requests, referrals and services utilized
-

Training and Orientations



Virtual and Onsite

- **Unlimited** Employee Orientations
 - **Unlimited** Manager and Supervisor Trainings
 - **Unlimited** Live 'N Learn Seminars
 - Just-Do-It Training consultation and facilitation tools for onsite management
 - 24/7 access to training videos on ACI's YouTube Channel
-

Clinical Services

- **Unlimited** clinical consulting on difficult employee issues
 - Access to panel of in-house clinicians
-

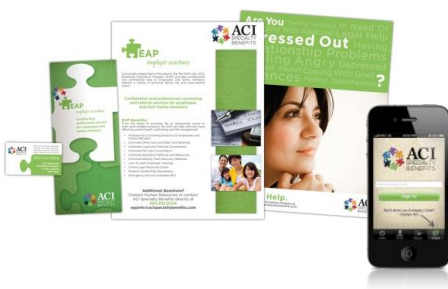
Provider Network Availability

- Over 40,000 providers nationwide
-

HR Support Services

- Critical Incident Response
 - Onsite Critical Incident Stress Debriefing (CISD)
 - Critical Incident Stress Management (CISM)
 - Disaster Contingency Consultation Materials
- Consultation for substance abuse case management and support for return-to-work transition
- Direct supervisory referrals for work performance problems
- Management consultation regarding difficult employee issues
- Consultation and development of policies to prevent workplace violence and manage high risk situations
- Support to Human Resources during workforce reductions, management changes, reorganizations, plant closures, and other transitions

Program Promotion and Web Services



ACI's comprehensive promotional plan includes:

- **Digital Marketing:** EAP flyers, brochures, summary plan descriptions, wallet cards, and supervisory resource manuals
- **Social Media and Content Marketing:** Social@ACI platforms, videos on YouTube, regularly updated content on ACI's Blog, and monthly HealthYMail™ e-newsletter
- **Mobile Marketing:** myACI App and Quick Response (QR) Codes
- **Web Services:**
 - **Landing Page:** website with access to services
 - **Virtual Folder:** HR and management resource center
 - **Affinity™ Online** work/life website services
 - Online access to ACI's website: www.acispecialtybenefits.com
- Co-branding with client's logo available

Program Access: Mobile Apps and Intuitive Technology

- 24-hour, 365 day-a-year nationwide toll free number (800.932.0034)
- Always live-answer
- Multilingual assistance, 175 languages
- **myACI App** and QR codes for mobile access
- **Social@ACI platforms** and **online portals** for convenient access

Reporting

- Quarterly utilization reports with executive overview
- Annual cost analysis available on request
- Full-color graphs and charts display key metrics and demographic data

Eligibility

- Easy Access: No cumbersome membership IDs or Social Security Numbers required
- **All Employees**
- **Dependents:** Spouse, domestic partners, dependents, **all family members regardless of location**

Termination of Benefits

30 days from employee termination date at no cost to employer

Rate Summary

Program	Session Model	Employee Count	Per Employee Per Month
Corporate EAP and Work/Life	3 Sessions Per Year	512	\$2.25

Program Assumptions

Rate:

- Rates guaranteed for two years
- Rates assume no broker commission
- Commissions paid first year only

Onsite:

- On-sites provided for employee groups of 15 or more
- Four (4) hours Per Year of On-Site Employee Orientations, Manager & Supervisor Trainings, and Lunch 'n Learn Seminars Per City
**Additional trainings available at a reduced rate of \$125/hour*
- Trainer's travel fees are included
- ACI attendance at one (1) on-site meeting per year
- One annual executive year-end review
- One (1) On-Site Critical Incident Stress Debriefing (CISD) Per City Per Year (2 hours per incident)

Materials:

- ACI Specialty Benefits provides unlimited virtual marketing materials from ACI's library of templates. Printed and custom materials are available at an additional cost

Compliance:

- In adherence of HIPAA regulations, ACI Specialty Benefits does not provide written utilization reporting to groups of under 115 employees. Account managers will provide telephonic quarterly usage summaries
 - Admin fee assessed for separate billing
-

Cities Covered

City of Biggs, City of Colfax, City of Dunsmuir, City of Etna, City of Isleton, City of Live Oak, Town of Loomis, City of Loyalton, City of Mount Shasta, City of Portola, City of Shasta Lake, City of Susanville, City of Tulelake, City of Weed, City of Yreka, Town of Fort Jones

Additional Onsite Fees

ACI provides a variety of services over and above package inclusions, available on a fee-for-service basis.

Type of Service	Fee-for-service
Onsite Critical Incident Stress Debriefing (CISD)	Over contracted hours: \$325 per hour
Conflict Resolution/Mediation	\$350 per hour
Onsite Lay-Off and RIF Support	Over contracted hours: \$325 per hour
Executive Coaching	\$350 per hour
Late Cancellation Fee	\$225 per hour

SCORE ACI EAP Program FY 9/1/2020-8/31/2021 PROPOSED

*NOTE: Program Renews 9/1/2020

MEMBER ENTITY	2020 Number of Employees	2019 Number of Employees	# of EE change	Total Rate per month	Total months	2020-2021 Premium	Premium % change	Premium \$ change
Rate/Amount				\$2.25				
Biggs	13	13	0	\$29.25	12	\$351	0%	\$0
Colfax	17	17	0	\$38.25	12	\$459	0%	\$0
Dunsmuir	19	19	0	\$42.75	12	\$513	0%	\$0
Etna	17	17	0	\$38.25	12	\$459	0%	\$0
Fort Jones (Joined 1/5/17)	20	20	0	\$45.00	12	\$540	0%	\$0
Isleton	13	13	0	\$29.25	12	\$351	0%	\$0
Live Oak	75	75	0	\$168.75	12	\$2,025	0%	\$0
Loomis	15	15	0	\$33.75	12	\$405	0%	\$0
Loyalton	9	9	0	\$20.25	12	\$243	0%	\$0
Montague (Does not participate)	17	17						
Mt. Shasta	46	46	0	\$103.50	12	\$1,242	0%	\$0
Portola	14	14	0	\$31.50	12	\$378	0%	\$0
Rio Dell (Does not participate)	24	24						
Shasta Lake	53	53	0	\$119.25	12	\$1,431	0%	\$0
Susanville	64	64	0	\$144.00	12	\$1,728	0%	\$0
Tulelake	19	19	0	\$42.75	12	\$513	0%	\$0
Weed	43	43	0	\$96.75	12	\$1,161	0%	\$0
Yreka	75	75	0	\$168.75	12	\$2,025	0%	\$0
Grand Total	512	512	0			\$13,824	0%	\$0

Red text are numbers that need to be updated

BACK TO AGENDA

Agenda Item G.

CLOSED SESSION

PURSUANT TO GOVERNMENT CODE SECTION 54956.95

ACTION ITEM

ISSUE: Pursuant to Government Code Section 54956.95, the Board will hold a Closed Session to discuss the following claims for payment of a tort liability loss or a public liability loss:

**Request for Authority

- 1. Workers' Compensation**
 - a. SCWA-556123 v. City of Mount Shasta*
 - b. SCWA-555964 v. City of Yreka*
 - c. SCWA-556068 v. City of Yreka*
 - d. SCWA-555957 v. City of Mount Shasta*
 - e. SCWA-555863 v. City of Mount Shasta*
 - f. SCWA-254836 v. City of Mount Shasta*
- 2. Liability**
 - a. SCGA01985A2 v. City of Mt. Shasta**
 - b. Romaine v. Ft. Jones

FISCAL IMPACT: Unknown.

RECOMMENDATION: The Program Administrator cannot make a recommendation at this time, as the subject matter is confidential.

BACKGROUND: Confidential.

ATTACHMENTS: None.