

# **Model Consulting Agreement**

*California Education Coalition for Health Care Reform  
A Joint Labor-Management Committee*

**CONSULTING AGREEMENT  
BETWEEN  
[NAME OF SCHOOL DISTRICT]  
AND  
[NAME OF THE CONSULTANT COMPANY]**

THIS AGREEMENT is entered into this [date] between [name of The Consultant Company] (hereafter called "the Consultant") and [name of School District] (hereafter called "the District").

The District engages the Consultant to provide consulting *[add "and actuarial" if the plan is fully or partially self-funded]* services regarding its' employee benefit plans. *[Or "health plans" if the services will be limited to that benefit area only]*. The District and the Consultant enter into this Agreement to set forth the Consultant's duties, responsibilities and compensation.

The Consultant and the District agree as follows:

**I**

**SERVICES**

The Consultant agrees to serve the District in the capacity of consultant. Its services shall include the following:

***[Not all of the services listed below may be pertinent to your type of benefit plan. Remove those that do not fit, that you would prefer to do with District staff, or would prefer be done by special agreement rather than as part of the normal range of services. You may also want to add timelines for special services as they pertain to your District.]***

1. Review the existing employee benefit plans, procedures and costs, and recommend to the District and its committees plan design and other changes which appear necessary or desirable to promote the maximum benefit to employees from the plans at the lowest cost to both the District and its employees.
2. Upon request, prepare bid specifications for presentation to qualified carriers or service plans and to other vendors, and analyze the bids.
3. Review and present periodic reports on vendor performance and plan experience in advance of renewals.
4. Review renewal rate proposals, validate the underlying data and negotiate about renewal rates.

5. Study alternate arrangements for the provision of health care with equal quality and lower costs and present options to the District and its' committees, when appropriate. Evaluate the economic Impact and other pertinent factors of such arrangements and, when appropriate, make recommendations to the District.
6. Provide the District and its committees with options for employee education and individual employee health management which could improve both employee and student health while lowering long term costs.
7. Inform the District and its committees of current trends in health care costs and financing and related subjects.
8. Develop, negotiate and monitor medical, dental plans and other benefit plans as required.
9. Provide the District with information on current and pending federal, state and local laws and regulations affecting employee benefit plans, and the changes necessary to comply with them.
10. Review administrative procedures to help the District determine whether the benefit plan operations are meet legal and regulatory requirements and are consistent with the benefit plan objectives.
11. Assist the District in complying with all changes required by applicable federal and state statutes and in the preparation of reports and other documents required by government agencies.
12. Review, in cooperation with the District's legal counsel, any contractual arrangements between the District and any entity providing professional services to the District regarding the provision of employee benefits.
13. Upon request, assist the plan administrator, as requested, including review of administrative procedures to aid in promoting efficient administration of the plan.
14. Attend meetings upon request to explain the employee benefit programs or their operation.
15. Provide a consultant at all meetings of the **[list committees or other groups]**, as requested.
16. Review the benefit plan booklets for accuracy and legal compliance.
17. Assist the District and its committees In drafting notices to plan participants about plan changes.

18. As authorized by the District, negotiate with the various carriers to obtain appropriate adjustments.
19. Negotiate with carriers and providers to obtain data which would allow the District and its' committees to analyze and compare the quality and cost of medical procedures, either alone or together with other districts or employers.
20. Review capabilities of various vendors soliciting the District for consideration, and present such information to the District and its' committees.
21. Assist in resolving disputes with carriers and providers of health care and other employee benefits.
22. Project the financial status of the plan as requested by the District.

## II

### COMPENSATION

1. As compensation for these services, The Consultant will be paid \$[amount] per hour [or \$ [amount] per month].
2. The Consultant and the District shall agree in advance upon the compensation for special consulting services to the District beyond the scope of this Agreement, as special situations arise.
3. The Consultant may receive no other form of compensation, commission, or other remuneration for services rendered to the District or as a result of services rendered to the District. The Consultant shall disclose any arrangements for commissions, or other forms of remuneration that it has with vendors with whom the District contracts or may negotiate for services.

## III

### INSURANCE

During the term of this Agreement, The Consultant shall maintain professional liability insurance with policy limits no less than \$1,000,000.00.

**IV**

**AMENDMENT**

This Agreement may be mutually modified at any time by written agreement of the parties.

**V**

**ASSIGNMENT**

The Consultant shall not assign this Agreement in whole or in part without prior written consent of the District.

**VI**

**EFFECTIVE DATE, DURATION AND TERMINATION**

This Agreement shall be effective as of **[date]** and shall continue until **[date]**. The District may terminate this Agreement with a 3D-day written notice.

After termination, there shall be no further liability on the part of the District or The Consultant, except for the payment of any fees due.

**IN WITNESS THEREOF**, the parties have executed this Agreement as of **[date]**.

On behalf of the District

\_\_\_\_\_  
*Name and Title of signer*

On behalf of the Consultant

\_\_\_\_\_  
*Name and title of signer*