

CONTRACT ROUTING SHEET

Date Prepared: 11-14-12

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO
Dept. Contact: Sue Hennike
Phone #: 5577
Department Authorization: [Signature]

CONTRACTOR:

Name: CSAC-EIA
Address: 75 Iron Point Circle, Suite 200
Folsom, CA 95630
Phone: 916-850-7800

CONTRACTING DEPARTMENT: CAO Procurement and Contracts

Service Requested: Insurance Certificate Tracking Services
Contract Term: One year, automatically renewing Contract Value: \$23,460 annually

Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: [Signature] Disapproved: _____ Date: 11/15/12 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Correct participative agreement to conform termination provision to the agreement or make the participative agreement correct
Done - SA 11-16-12

ELIZABETH BOHANNON
COUNTY COUNSEL
NOV 15 4:20 PM '12

please call sue x5577 for pick up

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 12/3/2013 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
INSURANCE DEPT.
NOV 30 AM 9:04

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

**CSAC Excess Insurance Authority
Ebix BPO
Participating Entity Service Agreement
El Dorado County**

This agreement is made and entered into as of January 1, 2013, between the CSAC Excess Insurance Authority, hereinafter referred to as "EIA" and El Dorado County, hereinafter referred to as "Member".

Whereas, the EIA has entered into an agreement with Ebix BPO (formerly Periculum Services Group (PSG)) to provide certificate of insurance management services; and

Whereas, Member desires to receive services from EBIX BPO as provided in the attached Service Agreement between EBIX BPO and the EIA, which is attached hereto and incorporated herein as Addendum A.

Therefore, be it resolved that:

Member agrees to utilize EBIX BPO's system and services under the same terms and conditions provided for in the agreement between the EIA and EBIX BPO, except as modified herein.

Member agrees to pay annual service fees and any other fees associated with this service based upon the attached Exhibit #B.

This agreement shall become effective January 1, 2013, and shall automatically renew for successive one (1) year periods. However, either party may terminate the agreement sixty days after issuing a written notice of termination to the other party. If either party terminates this agreement, the Member shall be provided the opportunity to contract directly with EBIX BPO for certificate management services.

The County employee with Responsibility for administering this Agreement is Linda Silacci-Smith, Sr. Department Analyst, Procurement and Contracts, or successor.

El Dorado County

CSAC Excess Insurance Authority

Name: _____
Title: _____
Date Signed: _____
Signature: _____

Name: Laura Turlington
Title: CIO
Date Signed: _____
Signature: _____

Periculum Services Group

Service Agreement

This Service Agreement ("Agreement") is made and entered into this March 9 2006, 2006, by and between Management Technology Services, Inc., a Michigan corporation, doing business as Periculum Services Group ("PSG") and CSAC Excess Insurance Authority ("Customer"). "Member" shall be defined as CSAC Excess Insurance Authority's members who agree to contract for these services through Addendum to this Agreement.

Statement of Facts

PSG provides Certificate of Insurance management services. Customer wishes to obtain PSG's services to manage Customer's Certificate of Insurance Program as specified under the terms and conditions of this Agreement.

Agreement

In consideration of these facts and the covenants contained in this agreement, the parties agree as follows:

1.0 Certificate of Insurance Services.

1.1 General. Subject to the terms and conditions of this Agreement, PSG agrees to provide Customer with Certificate of Insurance services specified on the attached Exhibit 1 ("Services") while utilizing PSG's computerized tracking program ("System").

1.2 Additions and Enhancements. During the Term of this Agreement, Customer may request modifications to Customer's Certificate Program ("Enhancements"). PSG shall consider and evaluate the development of Enhancements for Customer's specific use (including, without limitation, data conversion and custom reports). All Enhancements that Customer/Member requests are subject to PSG's acceptance. Enhancements provided by PSG shall be deemed accepted by Customer/Member fifteen (15) business days after Customer/Member receives the Enhancement, unless PSG receives written notice from Customer/Member within the fifteen (15) day period that the Enhancement is not accepted as provided. PSG may, from time to time, offer Enhancements to all of its customers.

2.0 Fees and Charges

2.1 Fee Schedule. Customer agrees to pay for Services and PSG shall invoice Customer consistent with the fee schedule. Each member will be identified with two (2) Exhibits attached to the contract. Exhibits 1A and 1B will refer to the first member brought into the system, 2A and 2B for the second and so on. The first Exhibit will contain the service levels for the corresponding member, and the second will contain pricing information. PSG shall invoice Customer corporately, not each individual member. A breakdown of all charges will be included in the invoice. If PSG has not received Customer's balance due within thirty (30) days of the date of the invoice, that amount shall be deemed overdue and will be subject to a 1.5% interest charge that shall be compounded monthly, but only to the extent allowed by law. Customer shall pay all reasonable collection and attorney fees that PSG incurs to obtain payment.

2.B Enhancement Fees. Customer and PSG shall mutually agree to fees and payment terms for all accepted Enhancements.

3.0 Customer/Member Responsibilities.

- 3.1 Member Information. Each Member shall provide to PSG, in digital, electronic or print form, company name, address and a copy of all current certificates of insurance for each of Member's insureds (i.e. vendors, contractors, licensees, etc.) that Member wishes PSG to track ("Insureds"). Member will also provide to PSG a completed Services Questionnaire to assist PSG in establishing Member's account requirements.
- 3.2 Document Member Changes. Member is responsible for properly using the System's Internet interface including but not limited to utilizing the "waivers facility" when Member tells an Insured that the Insured may ignore PSG's certificate deficiency letters. Member further acknowledges its understanding that all data for a deleted insured is irretrievably lost, including but not limited to: certificates, documents and notes.
- 3.3 Customer Service Administrator. Each Member shall designate a primary account service administrator who will serve as Member's primary contact person with PSG ("Service Administrator"). Service Administrator shall be an employee of Member and PSG shall look solely to the Service Administrator for direction relating to the Services.
- 3.4 User Identification Numbers/Names and Passwords. Customer and Members shall be solely responsible for protecting and securing of all user identification numbers/names and passwords PSG assigns to Customer/ Member. The sharing of such user identification numbers/names and passwords among multiple persons is prohibited. User identification numbers/names and passwords issued by PSG are to be used solely by the person to whom they are issued.
- 3.5 Ongoing Training. After PSG provides Member's initial training, Member is responsible for the ongoing instruction and training of Member's employees and agents in using the System's Internet interface.
- 3.6 Electronic Mail Acceptance. PSG will use electronic mail to issue notices, warnings, and other communications to Customer/Member related to the "Services" provided under this Agreement. Customer/Member is responsible for making certain that such electronic communications can be received by the intended recipients without the interference of Customer's/Member's own computer equipment and software, including but not limited to such applications as "spam filters" that may be implemented on the Customer's/Member's computer systems. Customer/Member understands and agrees that electronic communications can occasionally fail to reach their intended recipients due to circumstances that are beyond the control of either the sender or the intended recipient. Customer/Member agrees that PSG shall not be held liable in any way for direct or indirect consequences that may result from the failure of Customer /Member to receive an electronic communication that was sent by PSG, except for failures to receive electronic communications that arise from acts or omissions caused solely by PSG. Customer/Member authorizes PSG to communicate on its behalf by facsimile, email, telephone and any other reasonable manner PSG deems appropriate.

4.0 PSG Responsibilities.

- 4.1 Professional Services. PSG will provide Customer/Member, under the terms of this Agreement, data management and professional services for obtaining and validating certificates of insurance from Insureds as data is identified and provided to PSG. PSG shall allow certain preauthorized Customer/Member employees or agents access to the System via the Internet by providing Customer/Member user identification numbers and passwords.
- 4.2 PSG Resources. PSG shall provide the hardware, software and personnel to manage Customer's Certificate Program. From time to time PSG may change or upgrade hardware and/or software and/or change personnel assignments which may affect the System and Customer's Services. PSG shall use reasonable efforts to inform Customer of substantial changes in the System and its Services and shall attempt to coordinate such changes with Customer, if possible.

- 4.3 Account Representative. PSG shall designate a primary account representative who will serve as PSG's primary contact person with Customer and each Member ("Account Representative").
- 4.4 System Training. PSG shall provide initial System and Internet interface training to Member via teleconference or a personal meeting at Customer's location at mutually agreed upon times.
- 4.5 System Availability. PSG shall endeavor to make the server containing Customer's information and data available for access by Internet users 24 hours per day 7 days per week, except for scheduled and emergency maintenance.
- 4.6 Ownership and Nondisclosure of Customer Information. PSG acknowledges that all Member's Insureds information shall at all times remain the property of Members. PSG shall take reasonable precautions to keep Member's Insureds information confidential and shall not intentionally or knowingly share or disclose Member's Insureds information with any other party. Notwithstanding the foregoing, PSG is specifically authorized to discuss Member's Insureds information with the specific Insured, with whom PSG is attempting to obtain or verify insurance coverage. PSG's correspondence with the Insureds shall occur in any reasonable manner, including, but not limited to, oral or written communication.
- 4.7 Disaster Recovery. PSG shall develop and agrees to provide Customer with a copy of its disaster recovery plan that ensures in the event data, information, reports or other document generated by PSG under the agreement is lost, destroyed, damaged or otherwise not capable of retrieval in any usable form or format that such data or other information can be restored to a form or format that is acceptable to Customer.
- 5.0 PSG Services.**
- 5.1 License. To the extent that PSG provides Customer/Member with any intellectual property programs, including any new programs or components, or any compilations or derivative works that PSG prepares, whether for any Enhancements or Error Corrections or otherwise (collectively, "PSG Programs"), PSG grants to Customer/Member a limited, revocable license to use the PSG Programs exclusively based upon the terms of this Agreement (the "License"). Customer/Member shall use the PSG Programs exclusively in connection with its Certificate of Insurance Program. Customer/Member shall not re-license, reproduce, distribute, assign, transfer, reconfigure, reverse engineer or decompile any of the PSG Programs without PSG's prior written approval. Customer/Member agrees that its use of the PSG Programs and the Internet are subject to United States export control laws and may be subject to export or import regulations in other Countries. Customer/Member agrees that the PSG Programs and the Internet (and any product of the PSG Programs and the Internet) will not be exported, directly or indirectly, in violation of these laws, and will not be used for any purpose prohibited by these laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. The License shall be automatically revoked upon termination of this Agreement.
- 5.2 Property Rights. The PSG Programs, including any associated Intellectual Property Rights, are and shall remain the sole property of PSG, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of the PSG Programs, or paid PSG for the use of the PSG Programs. Customer shall, from time to time, take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, which PSG may reasonably request in order to establish and perfect PSG's exclusive ownership rights in the PSG Programs, including any associated intellectual property rights.

6.0 Indemnification, Insurance, Disclaimer of Warranty and Limitation of Liability.

6.1 Infringement Indemnification. PSG shall indemnify, defend and hold Customer/Member harmless from and against all losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and expenses) arising out of any claim or suit brought against Customer/Member which alleges, claims or asserts that the PSG Programs or Customer's/Member's use of the System infringes on any intangible property rights in the United States of any other person or entity, including patents and copyrights. However, the indemnification shall be contingent upon Customer/Member promptly notifying PSG in writing of any such claim or suit, permitting PSG to defend with counsel of its own choice, and giving PSG the information and assistance as PSG may reasonably request.

6.2 Warranties. PSG expressly disclaims any warranties concerning the accuracy or collectability of the coverages identified in the certificates of insurance it has agreed to manage under this Agreement. Customer agrees that PSG, its agents, employees and officers shall not be liable for coverage gaps, uninsured claims, or any other direct, indirect, or consequential damages that may be incurred due to inadequate or uncollectible insurance for any reason.

6.3 Other Indemnification. Customer/Member is solely responsible for the accuracy and sufficiency of the information and data content it provides to PSG. Customer/Member shall defend, indemnify, and hold PSG, its agents, employees and officers harmless against any liabilities arising out of: a) any alleged or actual defamatory, libelous or illegal material contained within Customer's/Member's information or data, b) any material claimed to infringe upon the proprietary intellectual property rights of a third party (including but not limited to the domain name Customer provides to PSG), c) any claimed law violation or alleged or actual damages relating to PSG's authorized communications by facsimile, email, telephone or any other manner to any insurance vendor, contractor, company, or individual as provided under this contract; d) any third party claim arising out of PSG's use of Customer's data; and e) any damage PSG incurs if its hardware or software is damaged by Customer's unauthorized use of Customer's user identification numbers or passwords.

If PSG is advised that Customer has or will infringe on any intellectual property right, copyright, patent, trademark, privacy right, or similar right of another in conjunction with the information and data content Customer provides to PSG, PSG may, upon 24 hour written notice, terminate this Agreement.

6.4 Professional Services Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold the other party, its affiliates and their respective directors, officers, agents and employees (collectively, "Indemnified Party") free and harmless from and against any and all claims, demands, obligations, judgments, liabilities, losses, damages, costs and expenses, including attorneys' fees (collectively, "Liabilities"), arising out of the Agreement or occasioned by the performance or attempted performance of the provisions hereof, except those claims, demands, obligations, judgments, liabilities, losses, damages, costs and expenses, including attorneys' fees resulting from the sole negligence, intentional or willful misconduct of the other party. Indemnifying Party shall undertake full responsibility for the defense of any claim brought by any person or entity for which indemnity is sought, which, if true, would constitute a breach of Indemnifying Party's representations, warranties or covenants under this Agreement. This paragraph 6.4 shall survive termination of the Agreement. PSG shall notify Customer in writing promptly in the event of any claim arising out of or in connection with this Agreement. PSG's indemnification obligation shall be contingent upon Customer promptly notifying PSG in writing of any such claim or suit, permitting PSG to defend with counsel of its own choice, and giving PSG the information and assistance as PSG may reasonably request, provided that the failure to provide prompt notification shall invalidate PSG's obligations hereunder only to the extent that PSG is prejudiced by such delay and b) limited to the amount of PSG's collectible insurance coverage as identified in Section 6.5.

6.5 Professional Liability Insurance. PSG shall provide general liability insurance with limits of liability of \$2,000,000 ("two million dollars") at a minimum. Customer shall be named as an additional insured to the PSG insurance policy by way of an endorsement to that policy. PSG must provide written verification of the endorsement to Customer at the time of the initial endorsement, and annually thereafter. Additionally, PSG will provide professional (Errors & Omissions) liability insurance with limits of liability of \$2,000,000 ("two million dollars").

6.6 Co-Branding. PSG authorizes Customer/Member to include a connection or reference to PSG's System in Customer's/Member's web site or other communication system during the Term of this Agreement so long as PSG has an opportunity to review and evaluate the connection or reference in advance and PSG authorizes the connection or reference in writing before it is made available to its employees or any third party. Customer/Member shall endeavor to keep the connection or reference fully functional at all times when it is made available to an employee or third party.

7.0 Term and Termination.

7.1 Term. The term of this Agreement shall begin on March 10 2006 and shall terminate on March 9 2009 (the "Initial Term"). This Agreement shall be automatically renewed for successive twelve (12) month periods (the "Renewal Terms") unless either party provides the other party with at least sixty (60) days written notice of termination prior to the conclusion of the Initial Term or any Renewal Term. In addition, either party may terminate this Agreement during the Initial Term or any Renewal Term based upon the other party's material breach of the terms of this Agreement, which continues following receipt of written notice of such breach for a period of thirty (30) days, for all breaches other than nonpayment of amounts that are due and correct the breach within the specified time period, the party may terminate this Agreement. For purposes of this Agreement, any termination of the Agreement shall be referred to as the "Term".

Conflicts with part statute

7.2 Continuing Amounts Due. Following termination of this Agreement, Customer shall, within sixty (60) days of the effective date of the termination issue a final invoice to PSG for all accrued fees, charges, and all documents, and all reimbursable expenses, and Customer shall pay the invoice within sixty (60) days receipt of the invoice. PSG agrees to return to Customer all of Customer's information and data in an electronic form of PSG's choosing. PSG shall send to Customer all of Customer's/Member's hard copy certificates of insurance in its possession, unless the parties agree in writing to an alternative program for handling Customer's/Member's hard paper documents within thirty (30) days of the effective date of the termination. Should this agreement be terminated for reasons other than PSG's breach of this agreement, Customer agrees to pay PSG in advance for the work required to extract data, and to return hard copy documents. Customer shall incur all shipping or destruction costs, if any, associated with the delivery or destruction of Customer's/Member's documents. PSG reserves the right to maintain one copy of Customer's/Member's information or documents if it deems appropriate.

8.0 Miscellaneous.

8.1 Assignment. This Agreement shall not be assigned by any party without the written consent of the other party to this Agreement. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective successors and assigns of the parties to this Agreement.

8.2 Arbitration. In the event that a dispute concerning this Agreement cannot be satisfactorily resolved, the dispute will be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. Such arbitration may be initiated by any party by making a written demand for arbitration on the other party within thirty (30) days of the time the dispute arises. The cost of arbitration shall be incurred by the non-prevailing party to the arbitration.

- 8.3 Entire Agreement. This Agreement, and any Agreement to which it refers, contain all the terms of the Agreement between the parties with respect to their subject matter and may be amended only by a writing signed by all the parties to this Agreement.
- 8.4 Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.
- 8.5 Waivers. In the event any provision of this Agreement is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.
- 8.6 Non-Exclusivity. PSG acknowledges that Customer and Members may, from time to time, enter into contracts with other vendors for similar services.
- 8.7 Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation fire, natural disaster, earthquake, war, act of terror, accident or other acts of God ("Force Majeure"), provided that the party seeking to delay its performance gives the other written notice of any such Force Majeure within fifteen (15) days after the discovery of the Force Majeure, and further provided that such party uses its good faith efforts to cure the Force Majeure. If there is a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the delay caused by the Force Majeure.

MANAGEMENT TECHNOLOGY SERVICES,
INC. d/b/a PERICULUM SERVICES GROUP

By David A. Brown
David A. Brown, President

PSG

CSAC Excess Insurance Authority

By Laura S. Tullington
Its Information Technology Manager
CUSTOMER

EXHIBIT 1A (sample)
PERICULUM SERVICES GROUP
CSAC EIA – Member ID
Base Service Levels

This Exhibit is intended to define the standard Services which PSG shall provide to Customer and its various Members' business units under this Agreement. Each distinct Member of Customer that engages PSG's services under this contract will have its own "Exhibits" that stipulates the specific fees and charges incurred for these services by the Customer business unit, as well as any variations of the service levels from those defined in this Exhibit.

- 1.1. **Implementation and Start-up Services.** PSG may provide the following implementation and start-up services to facilitate the ongoing services that are the subject of this Agreement. Exhibits A & B will identify which of these services will be provided and the corresponding fees, as well as any modifications or additional implementation and start-up services to be provided.
- a. **Basic Account Configuration.** This forms the foundation for all ongoing services and includes the establishment of an account record for Member in PSG's systems, creation of internet user logins (up to a defined limit), creation of internal contact records, configuration of insurance requirement profiles (up to defined limit), creation of letter templates, establishment of user defined codes (if any requested), creation of enforcement levels, and creation of organizational units (if any).
 - b. **Data Conversion and Loading.** PSG will accept data as described in Exhibit(s) B and convert the data to a format compatible with PSG's systems, and perform certain data scrubbing processes which may require Member's review and action to complete. The intent of this process is to optimize data reliability. The data will then be loaded into PSG's systems.
 - c. **Start-Up Document or Data Processing.** PSG will accept certain other data in "hard copy" format as described in Exhibit(s) B. This data will be scanned and/or manually data-entered into PSG's system as described in Exhibit(s) B. Examples of such data include printed vendor lists and current or historical certificate documents.
 - d. **Consulting.** PSG will provide certain consulting services to Customer/Member as described in Exhibit(s) B.
 - e. **Introductory Letters.** If indicated in Exhibit(s) B, PSG will create and send an initial letter to Member's Insureds prior to commencement of actual certificate management services that is intended to introduce PSG and explain the relationship with Member and the nature of PSG's services. This letter may be sent on PSG letterhead, but Member acknowledges that it is advisable for this letter to be sent on the Member's letterhead, or a likeness to it. Member may provide letterhead to PSG or PSG can re-create a like letterhead if Member provides necessary logo artwork.
 - f. **Orientation.** PSG will conduct an initial orientation meeting (not to exceed one business day unless otherwise stipulated in Exhibit(s) B) to Member's personnel who will interact with PSG's services and the Insureds. The purpose of the orientation meeting is to familiarize Member's personnel with the service processes, and the use of PSG's "Web Application." Member acknowledges that it is solely responsible for identifying the Member's personnel to participate in this orientation meeting, and for all arrangements and expenses associated with Member's personnel attending the orientation meeting. Member may elect to have orientation meeting at an onsite location or by teleconference (as described in Exhibit(s) B), however Member also acknowledges that Member has been advised that onsite orientation meetings are significantly more effective and successful than teleconference orientations.
 - g. **Follow-Up Orientation.** Member may request PSG to conduct a follow-up orientation for Member's personnel at any time deemed necessary. The purpose of the follow-up orientation meeting is to review service processes, and the PSG "Web Application," and

to respond to Member questions and address service refinements that may arise. It is common for PSG customers to derive significant value and implement vital service changes as a result of follow-up orientations after the service has operated for a time and the customer has been able to assess the operation effects of the service. Member acknowledges that it is solely responsible for identifying the Member's personnel to participate in this orientation meeting, and for all arrangements and expenses associated with Member's personnel attending the orientation meeting. Member may elect to have orientation meeting at an onsite location or by teleconference (as described in Exhibit(s) B), however Member also acknowledges that Member has been advised that onsite orientation meetings are significantly more effective and successful than teleconference orientations. Member agrees to pay PSG its then-current fees and cover all expenses (including but not limited to travel and materials) incurred PSG in providing said follow-up orientations.

h. **Other Implementation and Start-Up Services.** If any additional Implementation and Start-up Services are to be provided they are described in Exhibits A & B.

- 1.2. **Basic Certificate Management Services.** On behalf of Member, PSG will request and receive certificates of insurance and related documents including endorsements and general communications from the Member's vendors, contractors and other business partners (otherwise referred to herein as "Insureds") who are required by Member to furnish said documentation. Upon receipt of said documents, PSG will scan the documents and record relevant data points in Periculum's database for purposes of determining compliance with Member's insurance requirements. The scanned document images along with compliance and activity-related information will be available to Member via the Periculum Web Application. The services described here shall be provided by PSG to Member for a fee referred to as the "Basic Certificate Management Services Fee" on a defined number of "Active Insureds" and "Inactive Insureds," all of which are enumerated in Exhibit(s) B.
- 1.3. **Insurance Requirement Profiles.** Member may define unique insurance requirement profiles as enumerated in Exhibit(s) B that can be assigned to Insureds. A requirement profile is a collection of one or more insurance coverages and associated coverage attributes that Member demands the Insureds to meet. Multiple requirement profiles may be utilized to address the variety of risk exposures presented by different Insureds. Member may request alterations to a profile after it has already been applied to one or more Insureds in the PSG database though additional charges may apply.
- 1.4. **Internet User Logins.** As enumerated in Exhibit(s) B, PSG shall provide Internet user login names and passwords to Member for purposes of accessing the PSG Web Application. Member is prohibited from "sharing" user login names and passwords as this practice precludes effective audit trails and violates the spirit of this Agreement.
- 1.5. **Custom Reports.** PSG shall develop and deliver custom reports to Customer/Member as enumerated in Exhibit(s) B.
- 1.6. **CD Rom of Scanned Certificate Images.** As enumerated in Exhibit(s) B, PSG shall provide to Member the scanned, electronic images of the certificates received by PSG on behalf of Member on CD-ROM media. The number of CD-ROM summaries and the frequency that PSG will provide them are specified in Exhibit(s) B.
- 1.7. **Written Contacts.** As enumerated in Exhibit(s) B, PSG includes a defined number of "Written Contacts" per year at no additional charge. Each additional Written Contact beyond the number of included Written Contacts per year will be invoiced to Customer as enumerated in Exhibit(s) B. Member will specify a limit on Written Contacts per Insured per year for each unique Enforcement Level. When an Insured reaches this Written Contact limit (unless Member changes the Enforcement Level assignment to one with a higher Written Contact limit) PSG will cease making Written Contacts with the Insured. Member understands that the Written Contact limits do not imply that PSG will consume all Written Contacts within the limit before notifying Member. At any time that PSG completes a "Follow-Up Cycle" without a response, Member will be notified and additional Written Contacts can be attempted at a later time. PSG shall use reasonable professional judgment to exceed the "per insured" limits on Written Contacts without prior approval of Member in pursuit of the Insured's substantial satisfaction of insurance requirement. If Member has requested PSG to act on cancellation notices received and/or to issue renewal reminder contacts at or near the expiration of coverages, then PSG will send written contacts in

response to these events regardless of any contact limits that may exist. These written contacts shall be chargeable to Member to the extent that they exceed the number of written contacts included per year as specified in Exhibit(s) B. In fact, all written contacts that exceed the number of written contacts included as specified in Exhibit(s) B are chargeable to Member, even if they exceed the upper limit of annual contacts set by Member on any given enforcement level, so long as PSG exercises reasonable professional judgment when sending such additional contacts. Member acknowledges that during the first year of service, additional contacts and charges may be necessary as Member's Insureds become familiar with Member's certificate tracking program.

- 1.8. Retention of Paper Copy Documents. As enumerated in Exhibit(s) B, PSG shall retain original paper copy certificates received in such paper copy form (this excludes certificates that are received in electronic form such as, but not limited to, fax or e-mail) on behalf of Member for a period of time referred to as the Retention Period. At intervals of time known as the Document Disposition Frequency, PSG will pull and dispose of documents that have reached the end of their Retention Period by means specified as the Document Disposition Method. Customer/Member will be invoiced for certain document disposition methods as enumerated in Exhibit(s) B.
- 1.9. Paper Copy Retrieval/Shipping Cost. Member may, at any time, request the original, paper copy of any certificate received by PSG on Member's behalf. Member may, within reason, specify the shipping method (but not the actual carrier) to be used by PSG. Member shall pay reasonable shipping and handling charges for such requests. (Certificates that are received in electronic form such as faxes and e-mails cannot be supplied in "original" form but rather in printed form from the electronic image received by PSG.)
- 1.10. Language Enforcement Definitions. When determining the acceptability of certificate holder naming language or additional insured language on any certificate of insurance, PSG staff will employ the following definitions as selected in the preceding paragraphs:
Strict – Language must be identical to the desired language, except that abbreviations, punctuation, and case may vary so long as the meaning of the phrase is the same.
Normal – Abbreviations, punctuation and case may vary and the order of names or phrases may vary as long as the ultimate meaning of the phrase is identical. Proper names should match except that minor mis-spellings and omissions of minor words such as "Inc." and proper abbreviations may be accepted.
Flexible - Names need not be identical so long as it clearly refers to the intended name. Omission of any additional desired words or phrases (e.g. "and its agents and affiliates") is acceptable.
- 1.11. Maintenance of Insured Data. Member will enter or edit data related to the Insureds that PSG is tracking using the Periculum web application using Member's own Internet connection.
- 1.12. Service Workflow. PSG will request initial certificate(s) of insurance from Insureds unless Member has already provided such certificate(s). PSG's initial requests to Insureds may be in a phased approach so that the entire Insured population is not contacted simultaneously. PSG will scan and enter data from these documents into PSG's system and perform validation against Member's insurance requirements. PSG will, within the contract limits defined herein, communicate with Insureds in an attempt to resolve any deficiencies identified in the documents. Upon completion of any communication protocol or when contact limits have been reached, PSG will notify (utilizing e-mail) Member of Insured's non-compliance status. PSG will also request renewal certificates of insurance for active Insureds when required coverages expire with no renewal certificate existing in the PSG database.
- 1.13. Telephone Follow-Up. All contacts in pursuit of compliant certificate(s) from an Insured will be in written form as defined in the preceding paragraph. Although PSG may have incidental telephone conversations with Insureds from time to time, the standard service level does NOT include any specific telephone follow-up contacts to be regularly and systematically initiated by PSG to Insureds or their insurance agents and brokers.
- 1.14. Certificate Auditing. Member may elect to have PSG conduct additional services known as "certificate auditing" and if such services have been elected, Exhibit B shall so indicate. Certificate auditing services consist of an additional follow-up effort that PSG will undertake on a random sampling of policies represented on Insured certificates during the mid-coverage term of said policies. PSG will contact the issuing agency/broker to confirm the details represented for

the policy on the certificate and note any differences and reduced limits. A report of auditing results will be made available to Member for review.

1.15. Definitions.

- a. Active Insured: A record in PSG's tblInsureds database table that has no Inactive Date value recorded, or an Inactive Date value that is in the future.
- b. Follow-Up Cycle: The chain of Written Contacts sent to an Insured in pursuit of a specific issue (e.g. deficiencies, initial certificate, renewal or fresh certificate, cancellation reinstatement) that typically includes the initial Written Contact, and one or more follow-up contacts when no response is received.
- c. Hard Copy: Physical paper containing printed information, or other information that cannot be electronically converted and processed to PSG's systems for whatever reason.
- d. Inactive Insured: A record in PSG's tblInsureds database table that has an Inactive Date value that has past.
- e. Insured: A record in PSG's tblInsureds database table. This is a generic term that refers to the firms and entities for which certificates of insurance are being tracked on behalf of Member. Commonly also referred to as "vendors" or "contractors" or "tenants" or several other terms.
- f. Service Implementation Date: The date on which the initial certificate document is entered into PSG's system or the date the first Written Contact is sent, whichever is earlier.
- g. Web Application: A web-based application accessed via secure Internet Login on the PSG website, providing Member with access to reports, details on Insureds insurance data, and abilities to update certain data.
- h. Written Contacts. Any letter, fax or e-mail that PSG sends to an Insured or any printed letter or fax regarding a particular Insured that PSG sends to Member, but does not include any e-mail communications between PSG and Member.

**EXHIBIT 1B (Sample)
PERICULUM SERVICES GROUP
CSAC EIA – Member ID
Specific Service Levels and Fees**

This Exhibit describes the actual service levels and fees for the business unit named above. Attached fee tables designate pricing for each member. Each member will have a Start Up Fee and an Annual Fee. The Annual Fee will be based on the TOTAL count of all participating members. Start Up Fees will be priced individually.

- 2.1. Implementation and Start-up Services. Services provided according to Exhibit 1A, paragraph 1.1 and corresponding fees due to PSG from Customer/Member are enumerated below. PSG will price in accordance with the attached fee table plus any additional service levels requested by Member. PSG will begin Implementation and Start-up Services only after the entire start-up fee payment as enumerated below has been received from Customer/Member and has cleared Customer's/Member's bank account. Start-up fees are NOT refundable. Any variable start-up fees described below (e.g. travel expenses, piece-rate fees) will be invoiced to Customer/Member as incurred and Customer/Member will promptly pay invoices according to payment terms previously described in the Agreement. If change orders are executed to facilitate Start-up Services that exceed the parameters described below, additional Start-Up fees may apply and will be invoiced to Customer/Member as incurred.

Basic Account Configuration	Based on attached fee table.	\$
Data Conversion and Loading	Conversion and Loading up to ___ Insureds – Included in price	\$
Start-Up Document or Data Processing	Included when data is in approved format (spreadsheet provided by PSG)	\$
Consulting	Declined by Customer - Not included	\$
Introductory Letters	Included in Price	\$
Orientation	Included less actual travel cost	\$
Other Implementation and Start-Up Services	Not included	\$
TOTAL START-UP FEE:		\$

- 2.2. Basic Certificate Management Services. Services provided according to Exhibit 1, paragraph 1.B and corresponding fees due to PSG from Member are enumerated below. The Customer count of Insureds will include all Members' Insureds. All Fees will be based on the total vendor count at the end of the quarter. Invoices will be issued at the end of the billing cycle..

Billing Cycle		Quarterly
Base Services Fee	Up to ___ Active Insureds	\$ _____
	Up to ___ Inactive Insureds	per billing cycle
Additional Active Insureds Block	Based on attached fee table.	\$ _____
Additional Inactive Insureds Block	For each additional block of ___ Active Insureds (or portion thereof) Rate is based on attached fee table.	per billing cycle
	For each additional block of ___ inactive Insureds (or portion thereof) Based upon rate of \$5 per year per inactive insured.	\$ _____
		per billing cycle

2.3. Insurance Requirement Profiles. Services provided according to Exhibit 1, paragraph 1.3 and corresponding fees due to PSG from Member are enumerated below. Fees for additional requirement profiles and/or alterations to requirement profiles already in use will be invoiced to Customer/Member at the time of the addition or alteration.

Unique Requirement Profiles	<u>10</u> unique insurance requirement profiles	No charge
Additional Requirement Profiles		\$100/each
Alterations of Profiles	For each alteration of a requirement profile that is assigned to one or more Active Insureds and that may impact compliance status (i.e. requires re-validation of all affected Insureds). This fee does <u>not</u> apply to alterations made within the first three months of the Service Implementation Date.	\$100 plus 39 cents per Active Insured connected to the altered profile

2.4. Internet User Logins. Services provided according to Exhibit 1, paragraph 1.4 and corresponding fees due to PSG from Member are enumerated below.

Internet User Logins	(5) Internet User Logins	No charge
Billing Cycle		Quarterly
Additional Internet User Logins	Additional logins negotiated at time of request	

2.5. Custom Reports. PSG shall develop and deliver the following custom reports to Member according to Exhibit 1, paragraph 1.5.

Custom Report Title	Description or Exhibit Reference	Delivery Method	Fee
NONE			

2.6. CD Rom of Scanned Certificate Images. In accordance with Exhibit 1, paragraph 1.6 and corresponding fees due to PSG from Member are enumerated below.

CD-ROM Summaries	One (1) CD-ROM(s) shipped to: _____	No charge
CD-ROM Summary Frequency		Annual
Additional CD-ROM Summaries		\$50/each

2.7. Written Contacts. In accordance with Exhibit 1, paragraph 1.7, at each service anniversary, Customer/Member will be invoiced for additional written contacts made by PSG beyond the number of included written contacts. PSG will use a "contact pool" format for each membership. The number of vendors for that member will be multiplied by the agreed upon written contact number (4) and that will constitute the contact pool. Excess charges will only be invoiced when the contact pool is exceeded.

Written Contacts Included		4
Additional Contacts Fee		\$0.85/each

2.8. Retention of Paper Copy Documents. In accordance with Exhibit 1, paragraph 1.8, PSG will retain and dispose of Member's documents as follows:

Document Retention Fee		No charge
Retention Period	PSG will retain Member's documents for a period of:	1 Year
Document Disposition Frequency	PSG will pull and dispose of documents that have reached the end of their Retention Period with the specified frequency	Every 3 months
Document Disposition Method	PSG will dispose of documents that have reached the end of their Retention Period as follows:	Shipped to Member
Document Disposition Fee	Shipping and Handling Fee	\$15 per shipment

2.9. Certificate Auditing. In accordance with Exhibit 1, paragraph 1.14, Certificate Auditing Services are provided as follows:

Certificate Auditing Fee	Charge per billing cycle:	\$0.00 SERVICE DECLINED
Coverages Included	Coverages to include in the audit process	_____
Sample Rate	Percent of mid-term policies in the above coverage list that will be sampled and audited each month	_____ %

2.10. Miscellaneous Service Levels. The exact service levels to be provided by PSG depend on the structure of Members' insurance requirements which include but is not limited to Additional Insured and Certificate Holder language, desired insurance limits, and acceptability of specific document types. These types of service level details are captured during the Implementation process as Member completes various forms including the "New Client Worksheet" to define said insurance requirements. Said forms are incorporated herein by reference.

2.11. Price Adjustments. In recognition of the fluctuating costs of doing business over time, PSG may adjust any of the aforementioned fees with prior notice to Customer/Member at least thirty (30) days in advance. Such price adjustments in any calendar year may not exceed five percent (5%) or the preceding calendar year's consumer price index ("CPI"), whichever is greater.

2.12. International Surcharges. Due to the increased costs of service, a surcharge will apply to Member's Insureds that are located in countries other than the United States ("Foreign Insureds"). The surcharge may be up to \$10.00 per Foreign Insured per year, and \$0.95 for each additional written contact with a Foreign Insured.

2.13. Other Fees and Charges. Additional fees and charges may be invoiced to Customer/Member for additional services, changes to service levels, changes to letter templates or communication protocols and special "one-time" projects.

2.14. Telephone Charges. PSG maintains phone logs by accounting codes for long distance charges incurred on Members behalf. Long distance charges attributable to Customer's account that exceed \$25.00 in any given month will be billed to Customer/Member in the next Billing Cycle.

2.15. Account Wrap-Up Fees. If this Agreement is terminated for any reason and PSG ceases providing services to Customer/Member, Customer/Member acknowledges that there are specific activities and costs that PSG incurs in the course of "wrapping-up" the servicing of Customer/Member, including but not limited to extraction of data, handling/packing/shipping hard-copy documents, and discontinuing pending letters and other tasks related to incomplete tracking activities. Customer/Member agrees to pay PSG a reasonable "Account Wrap-Up" fee (currently \$300 but may be different in the future according to the actual work performed) to cover PSG's

time and expense in this process. Additionally, Customer/Member may purchase ongoing view-only access to historical data using Periculum's web application after termination of this Agreement and cessation of all other services. Fees for this ongoing access will vary depending on the number of users and the volume of Customer/Member's historical data to be maintained in PSG's systems.

- 2.16. Bulk Entry of Documents. Member may request PSG to process "bulk quantities" of documents (either current or historical) at any time during the term of this Agreement. "Bulk quantities" is defined as any collection of documents that total more than 10% of Member's Active Insureds, or 100 documents, whichever is greater, and that are received from Member for processing by PSG as a single shipment or a series of shipments within a ten business-day period. Because such bulk quantities can have a significant impact on workflow for both PSG and Member, it is acknowledged and agreed that Member will pay a surcharge fee at the next billing cycle equal to \$1.25 per document processed in the "bulk quantity" and the processing of such documents will be spread across a reasonable time period so as to not create an undue stress on the workflow of either PSG or Member (as a result of follow-up communications that may logically result from a mass processing of a large quantity of documents). This provision shall not apply to any bulk quantity of documents that are processed as part of the Start-up Services as defined and charged for in section B.1 "Start-Up Document or Data Processing." The intent of this provision is to encourage Member to forward documents for processing on a regular basis rather than accumulating large quantities and then submitting them for processing all at once.

Executed on March 14, 2006

MANAGEMENT TECHNOLOGY SERVICES,
INC. d/b/a PERICULUM SERVICES GROUP

By David A. Brown
David A. Brown, President

PSG

CSAC Excess Insurance Authority

By Laura L. Turlington
Its Information Technology Manager
CUSTOMER

**PERICULUM SERVICES GROUP
CSAC EIA – Member ID
Fee Table**

Set Up Fee Table

Vendor Count	Base Fee	Per Vendor Charge
0-99	\$1,000.00	\$2.00
100 - 499	\$1,500.00	\$1.00
500 - 999	\$1,500.00	\$0.90
1000 - 1499	\$1,500.00	\$0.80
1500 - 1999	\$1,500.00	\$0.70
2000 - 2999	\$1,500.00	\$0.60
3000 +	\$1,500.00	\$0.50

For Example

350 Vendors would be have a \$1500.00 base fee plus an additional \$1.00 per vendor or \$350.00. This results in a total of \$1850.00 for the Set up fee.

Set up fees are based upon individual Member's vendor count.

Annual Fee Table

Vendor Count	Annual Fee per block of 25
0 - 100	\$500.00
100 - 499	\$400.00
500 - 999	\$375.00
1000 - 1499	\$362.50
1500 - 1999	\$350.00
2000 - 2999	\$337.50
3000 - 3999	\$325.00
4000 - 4999	\$320.00
5000 +	\$310.00

For Example

350 vendors would be 14 blocks of 25. The annual service fee would be \$400 multiplied by 14. This results in a \$5600.00 annual service fee.

Annual fees are based upon individual combined vendor count of all participating Members.

**PERICULUM SERVICES GROUP
CSAC EIA – Member ID
Fee Table as of January 1, 2008**

Set Up Fee Table

Vendor Count	Base Fee	Per Vendor Charge
0-99	\$1,000.00	\$2.00
100 - 499	\$1,500.00	\$1.00
500 - 999	\$1,500.00	\$0.90
1000 - 1499	\$1,500.00	\$0.80
1500 - 1999	\$1,500.00	\$0.70
2000 - 2999	\$1,500.00	\$0.60
3000 +	\$1,500.00	\$0.50

For Example

350 vendors would be a \$1500.00 base fee plus an additional \$1.00 per vendor or \$350.00. This results in a total of \$1850.00 for the Set up fee.

Set up fees are based upon individual Member's vendor count.

Annual Fee Table

Vendor Count	Annual Fee per block of 25
0 - 100	\$515.00
100 - 499	\$412.00
500 - 999	\$386.25
1000 - 1499	\$373.38
1500 - 1999	\$360.50
2000 - 2999	\$347.63
3000 - 3999	\$334.75
4000 - 4999	\$329.60
5000 +	\$319.30

For Example

350 vendors would be 14 blocks of 25. The annual service fee would be \$412 multiplied by 14. This results in a \$5768.00 annual service fee.

Annual fees are based upon combined vendor count of all participating Members.

Periculum Services Group

Service Agreement

Amendment #1

Effective date: April 1, 2008

The Service Agreement by and between Management Technology Services, Inc., a Michigan corporation, doing business as Periculum Services Group ("PSG") and CSAC Excess Insurance Authority ("Customer") dated March 9, 2006 shall be amended as follows to clarify the pricing structure to include specific reference to the charge for tracking endorsements. This Amendment shall apply to the sample exhibit attached to the Service Agreement, existing exhibits (Exhibits 1A - 6A and Exhibits 1B - 6B), and any exhibits created after April 1, 2008.

Paragraph 1.2 of Exhibit A shall be modified to include reference to Paragraph 2.2 of Exhibit B for service levels and corresponding charges. The below Paragraph 1.2 shall replace Paragraph 1.2 of Exhibit A. The modifications are italicized for emphasis.

1.2 Basic Certificate Management Services. On behalf of Member, PSG will request and receive certificates of insurance. Related documents including endorsements and general communications from the Member's vendors, contractors and other business partners (otherwise referred to herein as "Insureds") who are required by Member to furnish said documentation *may not incur additional costs unless specifically stated in Exhibit B.* Upon receipt of said documents, PSG will scan the documents and record relevant data points in Periculum's database for purposes of determining compliance with Member's insurance requirements. The scanned document images along with compliance and activity-related information will be available to Member via the Periculum Web Application. The services described here shall be provided by PSG to Member for a fee referred to as the "Basic Certificate Management Services Fee" on a defined number of "Active Insureds" and "Inactive Insureds," all of which are enumerated in Exhibit(s) B. *Please refer to Paragraph 2.2 of Exhibit B for the exact service levels and corresponding charges for each customer.*

Paragraph 2.2 of Exhibit B shall be modified to include a fee for endorsement tracking. The below Paragraph 2.2 shall replace Paragraph 2.2 of Exhibit B. The modifications are italicized for emphasis.

2.2 Basic Certificate Management Services. Services provided according to Exhibit A, paragraph 1.2 and corresponding fees due to PSG from Member are enumerated below. The Customer count of Insureds will include all Members' Insureds. All Fees will be based on the total vendor count at the end of the quarter. Invoices will be issued at the end of the billing cycle.

Billing Cycle		Quarterly
Base Services Fee	Up to ____ Active Insureds Up to ____ Inactive Insureds Based on attached fee table.	\$ ____ per billing cycle
Additional Active Insureds Block	For each additional block of ____ Active Insureds (or portion thereof) Rate is based on attached fee table.	\$ ____ per billing cycle
Additional Inactive Insureds Block	For each additional block of ____ inactive Insureds (or portion thereof) Based upon rate of \$5 per year per inactive insured.	\$ ____ per billing cycle
<i>Endorsement Copies Fee</i>	<i>For each endorsement obtained, validated and tracked.</i>	<i>\$1.00 per endorsement</i>

Paragraph 2.11 of Exhibit B shall be modified to specify that there will be no further price adjustments until the end of the initial contract term. The below Paragraph 2.11 shall replace Paragraph 2.11 of Exhibit B. The modifications are italicized for emphasis.

2.11 Price Adjustments. *PSG may not adjust any of the aforementioned fees or request additional fees until the termination of the initial contract term.*

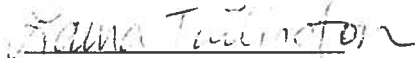
All other terms and conditions of the Agreement shall remain the same.

Signatures:

For CSAC-EIA:

Name (printed): Laura Turkington

Title: IT Manager

Signature: 

For Periculum Services Group:

Name (printed): KERRY HILLIGUS

Title: VICE PRESIDENT

Signature: 

EBIX BPO

Service Agreement

Amendment #2

Effective date: March 9, 2010

The Service Agreement by and between EBIX BPO (formerly Periculum Services Group) and CSAC Excess Insurance Authority ("Customer") dated March 9, 2006 shall be amended as follows, effective upon the automatic twelve (12) month renewal of the Service Agreement on March 9, 2010. This Amendment shall apply to the sample exhibit attached to the Service Agreement, existing exhibits (Exhibits 1A – 14A; and Exhibits 1B – 14B), and any exhibits created after March 9, 2010.

The Customer intends to continue to utilize EBIX BPO's service for the twelve (12) month period, beginning March 9, 2010. The renewal is contingent upon EBIX BPO's agreement to amend the Service Agreement with the following stipulations:

Paragraph 2.11 of Exhibit B shall be modified to specify that there will be no price increase during the twelve (12) month period beginning March 9, 2010 and ending March 9, 2011. The below Paragraph 2.11 shall replace Paragraph 2.11 of Exhibit B, amended in Amendment #1 on April 1, 2008. The modifications are italicized for emphasis.

2.11 Price Adjustments. *EBIX BPO will not institute a price increase during the twelve (12) month period beginning March 9, 2010 and ending March 9, 2011, and all costs, including the current Endorsement charge, will remain the same.*

Paragraph 2.10 of Exhibit B shall be modified to include the development of member specific service levels upon the member's transition to EBIX BPO's new certificate management software platform. The below Paragraph 2.10 shall replace Paragraph 2.10 of Exhibit B. The modifications are italicized for emphasis.

2.10 Miscellaneous Service Levels. The exact service levels to be provided by PSG depend on the structure of Customer's insurance requirements which include but is not limited to Additional Insured and Certificate Holder language, desired insurance limits, and acceptability of specific document types. These types of service level details are captured during the Implementation process as Customer completes various forms including the "New Client Worksheet" to define said insurance requirements. Said forms are incorporated herein by reference. *Upon the introduction and transition to EBIX BPO's new software platform for certificate management, EBIX BPO agrees to work with each participating member to develop appropriate service levels for the member.*

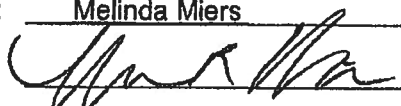
Exhibit B shall be modified to include a new section outlining EBIX BPO's responsibility to deliver monthly processing reports. The below paragraph shall be added as section 2.17 of Exhibit B. The addition is italicized for emphasis.

2.17 Monthly Processing Reports. EBIX BPO will provide CSAC Excess Insurance Authority monthly processing reports detailing the number of certificates processed, with processing times, for a rolling twelve (12) month period for each member participating in the program.

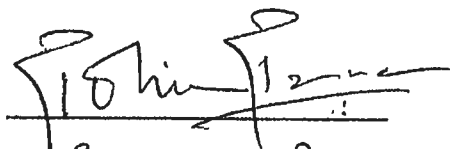
All other existing terms and conditions of the Agreement shall remain the same.

Signatures:

For CSAC-EIA:

Name (printed): Melinda Miers Title: IT Manager
Signature:  Date: 2/18/10

For EBIX BPO:

Name (printed):  Title: President & CEO
Signature: ROBIN RAINA Date: 02/18/10

FULL SERVICE AGREEMENT

Amendment #3

The Full Service Agreement by and between PERICULUM SERVICES GROUP, and CSAC Excess Insurance Authority dated March 9, 2006 (the "Agreement"), shall be amended effective as of November 15, 2010 (the "Effective Date"), as follows (this "Third Amendment"):

- As stated in the first paragraph of the Agreement, the first party to the agreement, Management Technology Services Inc., a Michigan Corporation shall be changed to Ebix, inc. BPO Division, a Delaware Corporation (Ebix).

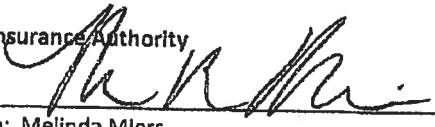
In the event of any conflict or discrepancy between the Agreement and this Third Amendment, the provisions of this Third Amendment shall control.

All terms and provisions of the Agreement shall remain in full force and effect as specifically modified by this Third Amendment. Hereafter, all references to the Agreement shall be deemed to refer to the Agreement as amended by this Third Amendment.

IN WITNESS WHEREOF, this Third Amendment has been duly executed by the parties hereto as of the Effective Date.

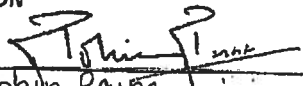
CUSTOMER

CSAC Excess Insurance Authority

By: 
Name: Melinda Miers
Title: Information Technology Manager

Ebix

EBIX, INC. BPO DIVISION

By: 
Name: Robin Raina
Title: President & CEO

EBIX BPO Service Agreement

Amendment #4

Effective date: March 9, 2011

The Service Agreement by and between EBIX BPO and CSAC Excess Insurance Authority ("Customer") dated March 9, 2006 shall be amended as follows, effective upon the automatic twelve (12) month renewal of the Service Agreement on March 9, 2011. This Amendment shall apply to the sample exhibit attached to the Service Agreement, existing exhibits (Exhibits 1A - 18A; and Exhibits 1B - 18B), and any exhibits created after March 9, 2011.

The Customer intends to continue to utilize EBIX BPO's service for the twelve (12) month period, beginning March 9, 2011. The renewal is contingent upon EBIX BPO's agreement to amend the Service Agreement with the following stipulations:

Paragraph 2.11 of Exhibit B shall be modified to specify that there will be no more than a five (5) percent price increase during the sixteen (16) month period beginning March 9, 2011 and ending June 30, 2012. Please refer to attached Fee Table. The below Paragraph 2.11 shall replace Paragraph 2.11 of Exhibit B, amended in Amendment #2 on March 9, 2010. The modifications are italicized for emphasis.

2.11 Price Adjustments. *EBIX BPO will not institute a price increase of more than five (5) percent during the sixteen (16) month period beginning March 9, 2011 and ending June 30, 2012, and all costs, including the current Endorsement charge, will remain flat or increase at no more than five (5) percent.*

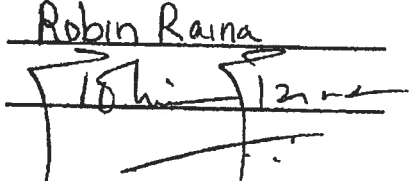
All other existing terms and conditions of the Agreement shall remain the same.

Signatures:

For CSAC-EIA:

Name (printed): Melinda Miers Title: IT Manager
Signature:  Date: 3/10/11

For EBIX BPO:

Name (printed): Robin Raina Title: President & CEO
Signature:  Date: 3/10/11

**EBIX
CSAC EIA – Member ID
Fee Table as of March 9, 2011**

Set Up Fee Table

Vendor Count	New Fees	
	Base Fee	Per Vendor Charge
0-99	\$1,050.00	\$2.10
100 - 499	\$1,575.00	\$1.05
500 - 999	\$1,575.00	\$0.95
1000 - 1499	\$1,575.00	\$0.84
1500 - 1999	\$1,575.00	\$0.74
2000 - 2999	\$1,575.00	\$0.63
3000 +	\$1,575.00	\$0.53

For Example

350 vendors would be a \$1575.00 base fee plus an additional \$1.05 per vendor or \$367.50. This results in a total of \$1942.50 for the Set up fee.

Set up fees are based upon individual Member's vendor count.

Annual Fee Table

Vendor Count	New Fees
	Annual Fee per block of 25
0 - 100	\$540.75
100 - 499	\$432.60
500 - 999	\$405.56
1000 - 1499	\$392.04
1500 - 1999	\$378.53
2000 - 2999	\$365.01
3000 - 3999	\$351.49
4000 - 4999	\$346.08
5000 +	\$335.27

For Example

350 vendors would be 14 blocks of 25. The annual service fee would be \$432.60 multiplied by 14. This results in a \$6056.40 annual service fee.

Annual fees are based upon combined vendor count of all participating Members.

EBIX BPO

Service Agreement

Amendment #5

Effective date: June, 2011

The Service Agreement by and between EBIX BPO and CSAC Excess Insurance Authority ("Customer") dated March 9, 2008 shall be amended as follows, effective April 1, 2011. This Amendment shall apply to all current and future members utilizing the service.

EBIX BPO agrees to amend the Service Agreement with the following stipulation:

Paragraph 6.5, Professional Liability Insurance, shall be modified to include the "Member" to be named as an additional insured, in addition to the "Customer". In addition, EBIX BPO, will provide the "Member" with written verification of endorsement, along with the "Customer". The below Paragraph 6.5 shall replace Paragraph 6.5 of the Service Agreement. The modifications are italicized for emphasis.

6.5 Professional Liability Insurance. EBIX BPO shall provide general liability insurance with limits of liability of \$2,000,000 ("two million dollars") at a minimum. *Customer/Member* shall be named as an additional insured to the EBIX BPO insurance policy by way of an endorsement to that policy. EBIX BPO must provide written verification of the endorsement to *Customer/Member* at the time of the initial endorsement, and annually thereafter. Additionally, EBIX BPO will provide professional (Errors & Omissions) liability insurance with limits of liability of \$2,000,000 ("two million dollars").

All other existing terms and conditions of the Agreement shall remain the same.

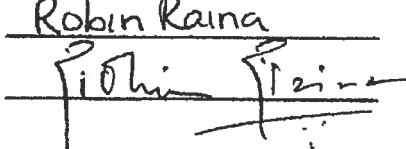
Signatures:

For CSAC-EIA:

Name (printed): Melinda Miers
Signature: 

Title: IT Manager
Date: 6/30/11

For EBIX BPO:

Name (printed): Robin Raina
Signature: 

Title: President & CEO
Date: 6/29/11



Full Service Agreement

Amendment #6

Effective July 1, 2012

The Service Agreement by and between EBIX BPO and CSAC Excess Insurance Authority (“Customer”) dated March 9, 2006 shall be amended as follows, effective upon the automatic twelve (12) month renewal of the Service Agreement on March 9, 2012. This Amendment shall apply to the sample exhibit attached to the Service Agreement, existing exhibits (Exhibits 1A – 18A; and Exhibits 1B – 18B), and any exhibits created after March 9, 2012.

The Customer intends to continue to utilize EBIX BPO’s service for the twelve (12) month period, beginning March 9, 2012. The renewal is contingent upon EBIX BPO’s agreement to amend the Service Agreement with the following stipulations:

Paragraph 2.11 of Exhibit B shall be modified to specify that there will be no more than a two (2) percent price increase during the next twelve (12) month period, beginning March 9, 2012 and ending March 9, 2013. The below Paragraph 2.11 shall replace Paragraph 2.11 of Exhibit B, amended in Amendment #4 on March 9, 2011. The modifications are italicized for emphasis.

2.11 Price Adjustments. *The pricing structure within this amendment will go into effect on July 1, 2012. Outside of the price adjustments made within this Amendment(#6), EBIX BPO will not institute a price increase of more than two (2) percent during the next sixteen (16) month period, beginning March 9, 2012 and ending July 1, 2013, and all costs, including the current Endorsement charge, will remain flat or increase no more than two (2) percent.*

The fee tables for CSAC EIA and CSAC members are amended as follows, including additional member count tiers for Annual Member Service fees:

Set Up Fee Table:

Vendor Count	Base Fee	Per Vendor Charge
0-99	\$1,000.00	\$2.10
100 - 499	\$1,500.00	\$1.05
500 - 999	\$1,500.00	\$0.95
1000 - 1499	\$1,500.00	\$0.84
1500 - 1999	\$1,500.00	\$0.74
2000 - 2999	\$1,500.00	\$0.63
3000 +	\$1,500.00	\$0.50

For Example

350 vendors would have a \$1500.00 base fee plus an additional \$1.05 per vendor or \$367.60. This results in a total of \$1,867.50 for the Set Up Fee.

Annual Service Fee Table:

Vendor Count	Annual Fee per block of 25
0 - 100	\$554.27
100 - 499	\$443.42
500 - 999	\$415.70
1000 - 1499	\$401.84
1500 - 1999	\$388.00
2000 - 2999	\$374.14
3000 - 3999	\$360.28
4000 - 4999	\$354.73
5000 - 5999	\$343.65
6000 - 6999	\$340.50
7000 - 7999	\$337.20
8000 - 8999	\$333.80
9000 - 9999	\$330.00
10,000 +	\$325.00

For Example

350 vendors would be 14 blocks of 25. The annual service fee would be \$443.42 multiplied by 14. This results in a \$6,207.88 annual service fee.

All other existing terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, this First Amendment has been duly executed by the parties hereto as of the Effective Date.

CUSTOMER

CSAC EIA.

By: Laura Turlington
Name: Laura Turlington
Title: Chief Information Officer

Ebix

EBIX, INC. BPO DIVISION

By: Robin Raina
Name: Robin Raina
Title: President & CEO



Full Service Agreement

**Amendment #6
(Revised for clarification)**

Effective October 1, 2012

The Service Agreement by and between EBIX BPO and CSAC Excess Insurance Authority ("Customer") dated March 9, 2006 shall be amended as follows, effective October 1, 2012. This revised Amendment #6 shall supersede the previously adopted Amendment #6 and shall apply to all existing exhibits (Exhibits 1A – 21A; and Exhibits 1B – 21B), and any exhibits created after October 1, 2012.

The Customer intends to continue to utilize EBIX BPO's service for the remaining months of the twelve (12) month period, beginning March 9, 2012, and ending March 9, 2013.

The below Paragraph 2.11 shall apply to Paragraph 2.11 of Exhibit B.

2.11 Price Adjustments. *The pricing structure within this amendment will go into effect on October 1, 2012, and shall be a continuation of the pricing structure contained within the original Amendment #6, effective 7/1/2012. Outside of the price adjustments made within Amendment #6, EBIX BPO will not institute a price increase of more than two (2) percent during the sixteen (16) month period, beginning March 9, 2012 and ending July 1, 2013, and all costs, including the current Endorsement charge, will remain flat or increase no more than two (2) percent.*

The fee tables for CSAC EIA and CSAC EIA members are amended as follows, including additional member count tiers for Annual Member Service fees:

Set Up Fee Table:

Active Vendor Count	Base Fee	Per Active Vendor Charge
0-99	\$1,000.00	\$2.10
100 - 499	\$1,500.00	\$1.05
500 - 999	\$1,500.00	\$0.95
1000 - 1499	\$1,500.00	\$0.84
1500 - 1999	\$1,500.00	\$0.74
2000 - 2999	\$1,500.00	\$0.63
3000 +	\$1,500.00	\$0.50

For Example

350 active vendors would have a \$1500.00 base fee plus an additional \$1.05 per vendor or \$367.50. This results in a total of \$1,867.50 for the Set Up fee.

Annual Service Fee Table:

Active Vendor Count	Annual Fee per block of 25 Active Vendors
0 - 100	\$554.27
100 - 499	\$443.42
500 - 999	\$415.70
1000 - 1499	\$401.84
1500 - 1999	\$388.00
2000 - 2999	\$374.14
3000 - 3999	\$360.28
4000 - 4999	\$354.73
5000 - 5999	\$343.65
6000 - 6999	\$340.50
7000 - 7999	\$337.20
8000 - 8999	\$333.80
9000 - 9999	\$330.00
10,000 +	\$325.00

For Example

350 active vendors would be 14 blocks of 25. The annual service fee would be \$443.42 multiplied by 14. This results in a \$6,207.88 annual service fee.

Inactive Insured Fee:

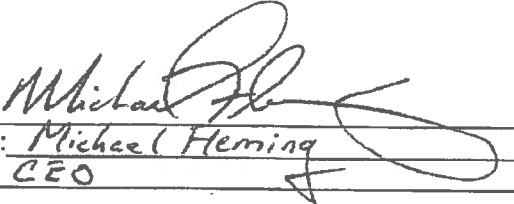
Inactive insureds are invoiced according to the billing cycle in Exhibit B, on a quarterly basis. The quarterly charge is \$1.25 per inactive insured, over the threshold. This is based on the annual charge of \$5.00 per inactive insured.

All other existing terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, this Sixth Amendment has been duly executed by the parties hereto as of the Effective Date.

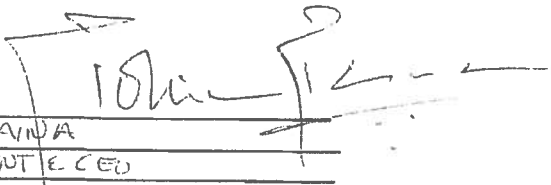
CUSTOMER

CSAC EIA

By: 
Name: Michael Fleming
Title: CEO

Ebix

EBIX, INC. BPO DIVISION

By: 
Name: ROBIN RAINA
Title: PRESIDENT / CEO



Full Service Agreement

Amendment #7

Effective October 1, 2012

The Service Agreement by and between EBIX BPO and CSAC Excess Insurance Authority ("Customer") dated March 9, 2006 shall be amended as follows, effective October 1, 2012. This Amendment #7 shall apply to all existing exhibits (Exhibits 1A – 21A; and Exhibits 1B – 21B), and any exhibits created after October 1, 2012.

Paragraph 2.2 shall be modified to include a distinction between active and inactive insureds. Item 2.3 shall be modified to include 50 inactive insureds included at no additional charge, and the verbiage slightly modified to denote that billing will now be solely from the fee table and no base or minimum fee will be charged. The paragraphs below shall replace paragraph 2.2 and 2.3 of Exhibit #B, amended in Amendment #1 on April 1, 2008.

2.2 Basic Certificate Management Services. Services provided according to Exhibit #A, paragraph 1.2 and corresponding fees due to EBIX BPO from Member are enumerated below. The Customer count of Insureds will include all Members' Insureds. All Fees will be based on the total vendor counts of active vendors and inactive vendors at the end of the quarter. Invoices will be issued at the end of the billing cycle.

2.3.

Billing Cycle		Quarterly
Active Insureds Block	For each block of 25 Active Insureds (or portion thereof) Rate is based on attached fee table.	\$ _____ per billing cycle
Additional Inactive Insureds Block	For each additional block of 10 inactive Insureds (or portion thereof, above the 50 included) Based upon rate of \$5 per year per inactive insured.	\$12.50 per billing cycle
Endorsement Copies Fee	For each endorsement obtained, validated and tracked.	\$1.00 per endorsement

Paragraph 2.4 shall include 10 unique requirement profiles for all members, shall specify the pricing for additional requirement profiles at \$103 each, and shall specify the pricing of alterations of profiles at \$103 each plus \$0.40 per Active Insured connected to the altered profile.

2.4. Insurance Requirement Profiles. Services provided according to Exhibit #A, paragraph 1.3 and corresponding fees due to EBIX BPO from Member are enumerated below. Fees for additional requirement profiles and/or alterations to requirement profiles already in use will be invoiced to Customer/Member at the time of the addition or alteration.

Unique Requirement Profiles	<u>10</u> unique insurance requirement profiles	No charge
Addition Requirement Profiles		<u>\$103/each</u>
Alterations of Profiles	For each alteration of a requirement profile that is assigned to one or more Active Insureds and that may impact compliance status (i.e. requires re-validation of all affected Insureds). This fee does <u>not</u> apply to alterations made within the first three months of the Service Implementation Date.	<u>\$103 plus 40 cents per Active Insured connected to the altered profile</u>

Paragraph 2.5 shall be modified to include a standard annual cost per additional user login.

2.5. Internet User Logins. Services provided according to Exhibit #A, paragraph 1.4 and corresponding fees due to EBIX BPO from Member are enumerated below.

(Due to the price capping in Amendment #6, the pricing increase for San Bernardino County will go into effect 7/1/2013).

Internet User Logins	(5) Internet User Logins	No charge
Billing Cycle		<u>Annually</u>
Cost Per Additional User Login		<u>\$30 per user</u>

Paragraph 2.9, Document Disposition Fee, shall be removed.

2.9. Retention of Paper Copy Documents. In accordance with Exhibit #A, paragraph 1.8, EBIX BPO will retain and dispose of Member's documents as follows:

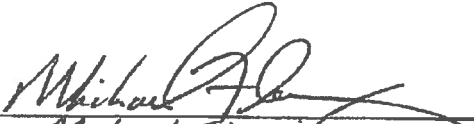
Document Retention Fee		No charge
Retention Period	EBIX BPO will retain Member's documents for a period of:	1 Year
Document Disposition Frequency	EBIX BPO will pull and dispose of documents that have reached the end of their Retention Period with the specified frequency	Every 3 months
Document Disposition Method	EBIX BPO will dispose of documents that have reached the end of their Retention Period as follows:	<u>Shipped to Member or destroyed, depending on member preference</u>
Document Disposition Fee	Shipping and Handling Fee	<u>Waived</u>

All other existing terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, this Seventh Amendment has been duly executed by the parties hereto as of the Effective Date.

CUSTOMER

CSAC EIA

By: 
Name: Michael Fleming
Title: CEO

Ebix

EBIX, INC. BPO DIVISION


By: 
Name: ROBIN RAINA
Title: PRESIDENT & CEO

EXHIBIT 22A
CSAC EIA – Member ID
EI Dorado County, CA
Base Service Levels

This Exhibit is intended to define the standard Services which Ebix BPO shall provide to Customer (EIA) and its various Members' business units under this Agreement. Each distinct Member of Customer that engages Ebix BPO's services under this contract will have its own "Exhibit(s)" that stipulates the specific fees and charges incurred for these services by the Customer business unit, as well as any variations of the service levels from those defined in this Exhibit.

- 1.1. **Implementation and Start-up Services.** Ebix BPO may provide the following implementation and start-up services to facilitate the ongoing services that are the subject of this Agreement. Exhibits A & B will identify which of these services will be provided and the corresponding fees, as well as any modifications or additional implementation and start-up services to be provided.
- a. **Basic Account Configuration.** This forms the foundation for all ongoing services and includes the establishment of an account record for Member in Ebix BPO's systems, creation of internet user logins (up to a defined limit), creation of internal contact records, configuration of insurance requirement profiles (up to defined limit), creation of letter templates, establishment of user defined codes (if any requested), creation of enforcement levels, and creation of organizational units (if any).
 - b. **Data Conversion and Loading.** Ebix BPO will accept data as described in Exhibit(s) B and convert the data to a format compatible with Ebix BPO's systems, and perform certain data scrubbing processes which may require Member's review and action to complete. The intent of this process is to optimize data reliability. The data will then be loaded into Ebix BPO's systems.
 - c. **Start-Up Document or Data Processing.** Ebix BPO will accept certain other data in "hard copy" format as described in Exhibit(s) B. This data will be scanned and/or manually data-entered into Ebix BPO's system as described in Exhibit(s) B. Examples of such data include printed vendor lists and current or historical certificate documents.
 - d. **Consulting.** Ebix BPO will provide certain consulting services to Customer/Member as described in Exhibit(s) B.
 - e. **Introductory Letters.** If indicated in Exhibit(s) B, Ebix BPO will create and send an initial letter to Member's Insureds prior to commencement of actual certificate management services that is intended to introduce Ebix BPO and explain the relationship with Member and the nature of Ebix BPO's services. This letter may be sent on Ebix BPO letterhead, but Member acknowledges that it is advisable for this letter to be sent on the Member's letterhead, or a likeness to it. Member may provide letterhead to Ebix BPO or Ebix BPO can re-create a like letterhead if Member provides necessary logo artwork.
 - f. **Orientation.** Ebix BPO will conduct an initial orientation meeting (not to exceed one business day unless otherwise stipulated in Exhibit(s) B) to Member's personnel who will interact with Ebix BPO's services and the Insureds. The purpose of the orientation meeting is to familiarize Member's personnel with the service processes, and the use of Ebix BPO's "Web Application." Member acknowledges that it is solely responsible for identifying the Member's personnel to participate in this orientation meeting, and for all arrangements and expenses associated with Member's personnel attending the orientation meeting. Member may elect to have orientation meeting at an onsite location or by teleconference (as described in Exhibit(s) B), however Member also acknowledges that Member has been advised that onsite orientation meetings are significantly more effective and successful than teleconference orientations.
 - g. **Follow-Up Orientation.** Member may request Ebix BPO to conduct a follow-up orientation for Member's personnel at any time deemed necessary. The purpose of the follow-up orientation meeting is to review service processes, and the Ebix BPO "Web

Application,” and to respond to Member questions and address service refinements that may arise. It is common for Ebix BPO customers to derive significant value and implement vital service changes as a result of follow-up orientations after the service has operated for a time and the customer has been able to assess the operation effects of the service. Member acknowledges that it is solely responsible for identifying the Member's personnel to participate in this orientation meeting, and for all arrangements and expenses associated with Member's personnel attending the orientation meeting. Member may elect to have orientation meeting at an onsite location or by teleconference (as described in Exhibit(s) B), however Member also acknowledges that Member has been advised that onsite orientation meetings are significantly more effective and successful than teleconference orientations. Member agrees to pay Ebix BPO its then-current fees and cover all expenses (including but not limited to travel and materials) incurred Ebix BPO in providing said follow-up orientations.

h. **Other Implementation and Start-Up Services.** If any additional Implementation and Start-up Services are to be provided they are described in Exhibits A & B.

- 1.2. **Basic Certificate Management Services.** On behalf of Member, Ebix BPO will request and receive certificates of insurance. Related documents including endorsements and general communications from the Member's vendors, contractors and other business partners (otherwise referred to herein as "Insureds") who are required by Member to furnish said documentation may not incur additional costs unless specifically stated in Exhibit B. Upon receipt of said documents, Ebix BPO will scan the documents and record relevant data points in Ebix's database for purposes of determining compliance with Member's insurance requirements. The scanned document images along with compliance and activity-related information will be available to Member via the Ebix Web Application. The services described here shall be provided by Ebix BPO to Member for a fee referred to as the "Basic Certificate Management Services Fee" on a defined number of "Active Insureds" and "Inactive Insureds," all of which are enumerated in Exhibit(s) B. Please refer to Paragraph 2.2 of Exhibit B for the exact service levels and corresponding charges for each customer.
- 1.3. **Insurance Requirement Profiles.** Member may define unique insurance requirement profiles as enumerated in Exhibit(s) B that can be assigned to Insureds. A requirement profile is a collection of one or more insurance coverages and associated coverage attributes that Member demands the Insureds to meet. Multiple requirement profiles may be utilized to address the variety of risk exposures presented by different Insureds. Member may request alterations to a profile after it has already been applied to one or more Insureds in the Ebix BPO database though additional charges may apply.
- 1.4. **Internet User Logins.** As enumerated in Exhibit(s) B, Ebix BPO shall provide Internet user login names and passwords to Member for purposes of accessing the Ebix BPO Web Application. Member is prohibited from "sharing" user login names and passwords as this practice precludes effective audit trails and violates the spirit of this Agreement.
- 1.5. **Custom Reports.** Ebix BPO shall develop and deliver custom reports to Customer/Member as enumerated in Exhibit(s) B.
- 1.6. **CD Rom of Scanned Certificate Images.** As enumerated in Exhibit(s) B, Ebix BPO shall provide to Member the scanned, electronic images of the certificates received by Ebix BPO on behalf of Member on CD-ROM media. The number of CD-ROM summaries and the frequency that Ebix BPO will provide them are specified in Exhibit(s) B.
- 1.7. **Written Contacts.** As enumerated in Exhibit(s) B, Ebix BPO includes a defined number of "Written Contacts" per year at no additional charge. Each additional Written Contact beyond the number of included Written Contacts per year will be invoiced to Customer as enumerated in Exhibit(s) B. Member will specify a limit on Written Contacts per Insured per year for each unique Enforcement Level. When an Insured reaches this Written Contact limit (unless Member changes the Enforcement Level assignment to one with a higher Written Contact limit) Ebix BPO will cease making Written Contacts with the Insured. Member understands that the Written Contact limits do not imply that Ebix BPO will consume all Written Contacts within the limit before notifying Member. At any time that Ebix BPO completes a "Follow-Up Cycle" without a response, Member will be notified and additional Written Contacts can be attempted at a later time. Ebix BPO shall use reasonable professional judgment to exceed the "per insured" limits on Written Contacts without prior approval of Member in pursuit of the Insured's substantial satisfaction of insurance

requirement. If Member has requested Ebix BPO to act on cancellation notices received and/or to issue renewal reminder contacts at or near the expiration of coverages, then Ebix BPO will send written contacts in response to these events regardless of any contact limits that may exist. These written contacts shall be chargeable to Member to the extent that they exceed the number of written contacts included per year as specified in Exhibit(s) B. In fact, all written contacts that exceed the number of written contacts included as specified in Exhibit(s) B are chargeable to Member, even if they exceed the upper limit of annual contacts set by Member on any given enforcement level, so long as Ebix BPO exercises reasonable professional judgment when sending such additional contacts. Member acknowledges that during the first year of service, additional contacts and charges may be necessary as Member's Insureds become familiar with Member's certificate tracking program.

- 1.8. Retention of Paper Copy Documents. As enumerated in Exhibit(s) B, Ebix BPO shall retain original paper copy certificates received in such paper copy form (this excludes certificates that are received in electronic form such as, but not limited to, fax or e-mail) on behalf of Member for a period of time referred to as the Retention Period. At intervals of time known as the Document Disposition Frequency, Ebix BPO will pull and dispose of documents that have reached the end of their Retention Period by means specified as the Document Disposition Method. Customer/Member will be invoiced for certain document disposition methods as enumerated in Exhibit(s) B.
- 1.9. Paper Copy Retrieval/Shipping Cost. Member may, at any time, request the original, paper copy of any certificate received by Ebix BPO on Member's behalf. Member may, within reason, specify the shipping method (but not the actual carrier) to be used by Ebix BPO. Member shall pay reasonable shipping and handling charges for such requests. (Certificates that are received in electronic form such as faxes and e-mails cannot be supplied in "original" form but rather in printed form from the electronic image received by Ebix BPO.)
- 1.10. Language Enforcement Definitions. When determining the acceptability of certificate holder naming language or additional insured language on any certificate of insurance, Ebix BPO staff will employ the following definitions as selected in the preceding paragraphs:
Strict – Language must be identical to the desired language, except that abbreviations, punctuation, and case may vary so long as the meaning of the phrase is the same.
Normal – Abbreviations, punctuation and case may vary and the order of names or phrases may vary as long as the ultimate meaning of the phrase is identical. Proper names should match except that minor mis-spellings and omissions of minor words such as "Inc." and proper abbreviations may be accepted.
Flexible - Names need not be identical so long as it clearly refers to the intended name. Omission of any additional desired words or phrases (e.g. "and its agents and affiliates") is acceptable.
- 1.11. Maintenance of Insured Data. Member will enter or edit data related to the Insureds that Ebix BPO is tracking using the Ebix web application using Member's own Internet connection.
- 1.12. Service Workflow. Ebix BPO will request initial certificate(s) of insurance from Insureds unless Member has already provided such certificate(s). Ebix BPO's initial requests to Insureds may be in a phased approach so that the entire Insured population is not contacted simultaneously. Ebix BPO will scan and enter data from these documents into Ebix BPO's system and perform validation against Member's insurance requirements. Ebix BPO will, within the contract limits defined herein, communicate with Insureds in an attempt to resolve any deficiencies identified in the documents. Upon completion of any communication protocol or when contact limits have been reached, Ebix BPO will notify (utilizing e-mail) Member of Insured's non-compliance status. Ebix BPO will also request renewal certificates of insurance for active Insureds when required coverages expire with no renewal certificate existing in the Ebix BPO database.
- 1.13. Telephone Follow-Up. All contacts in pursuit of compliant certificate(s) from an Insured will be in written form as defined in the preceding paragraph. Although Ebix BPO may have incidental telephone conversations with Insureds from time to time, the standard service level does NOT include any specific telephone follow-up contacts to be regularly and systematically initiated by Ebix BPO to Insureds or their insurance agents and brokers.

1.14. Certificate Auditing. Member may elect to have Ebix BPO conduct additional services known as "certificate auditing" and if such services have been elected, Exhibit B shall so indicate. Certificate auditing services consist of an additional follow-up effort that Ebix BPO will undertake on a random sampling of policies represented on Insured certificates during the mid-coverage term of said policies. Ebix BPO will contact the issuing agency/broker to confirm the details represented for the policy on the certificate and note any differences and reduced limits. A report of auditing results will be made available to Member for review.

1.15. Definitions.

- a. Active Insured: A record in Ebix BPO's tblInsureds database table that has no Inactive Date value recorded, or an Inactive Date value that is in the future.
- b. Follow-Up Cycle: The chain of Written Contacts sent to an Insured in pursuit of a specific issue (e.g. deficiencies, initial certificate, renewal or fresh certificate, cancellation reinstatement) that typically includes the initial Written Contact, and one or more follow-up contacts when no response is received.
- c. Hard Copy: Physical paper containing printed information, or other information that cannot be electronically converted and processed to Ebix BPO's systems for whatever reason.
- d. Inactive Insured: A record in Ebix BPO's tblInsureds database table that has an Inactive Date value that has past.
- e. Insured: A record in Ebix BPO's tblInsureds database table. This is a generic term that refers to the firms and entities for which certificates of insurance are being tracked on behalf of Member. Commonly also referred to as "vendors" or "contractors" or "tenants" or several other terms.
- f. Service Implementation Date: The date on which the initial certificate document is entered into Ebix BPO's system or the date the first Written Contact is sent, whichever is earlier.
- g. Web Application: A web-based application accessed via secure Internet Login on the Ebix BPO website, providing Member with access to reports, details on Insureds insurance data, and abilities to update certain data.
- h. Written Contacts. Any letter, fax or e-mail that Ebix BPO sends to an Insured or any printed letter or fax regarding a particular Insured that Ebix BPO sends to Member, but does not include any e-mail communications between Ebix BPO and Member.
- i. Party or Indemnifying Party: As to paragraph 6.4 of the master contract between Ebix BPO and CSAC-EIA, this is to clarify that the term party or indemnifying party as used in paragraph is not intended to create indemnity relationships as between other "members" and the County of El Dorado.

EXHIBIT 22B
CSAC EIA – Member ID
EI Dorado County, CA
Specific Service Levels and Fees

This Exhibit describes the actual service levels and fees for the business unit named above. Attached fee tables designate pricing for each member. Each member will have a Start Up Fee and an Annual Fee. The Annual Fee will be based on the TOTAL count of all participating members. Start Up Fees will be priced individually.

2.1. **Implementation and Start-up Services.** Services provided according to Exhibit 22A, paragraph 1.1 and corresponding fees due to Ebix BPO from Customer/Member are enumerated below. Ebix BPO will price in accordance with the attached fee table plus any additional service levels requested by Member. Ebix BPO will begin Implementation and Start-up Services only after the entire start-up fee payment as enumerated below has been received from Customer/Member and has cleared Customer's/Member's bank account. Start-up fees are NOT refundable. Any variable start-up fees described below (e.g. travel expenses, piece-rate fees) will be invoiced to Customer/Member as incurred and Customer/Member will promptly pay invoices according to payment terms previously described in the Agreement. If change orders are executed to facilitate Start-up Services that exceed the parameters described below, additional Start-Up fees may apply and will be invoiced to Customer/Member as incurred.

Basic Account Configuration	Based on attached fee table.	\$2,610.00
Data Conversion and Loading	Conversion and Loading up to <u>1,500</u> Insureds – Included in price	\$
Start-Up Document or Data Processing	Included when data is in approved format (spreadsheet provided by Ebix BPO)	\$
Consulting	Declined by Customer - Not included	\$
Introductory Letters	Included in Price	\$
Orientation	Included less actual travel cost (\$500 deposit required unless done via WebEx)	\$
Other Implementation and Start-Up Services	Not Included	\$
TOTAL START-UP FEE:		\$2,610.00

2.2. **Basic Certificate Management Services.** Services provided according to Exhibit A, paragraph 1.2 and corresponding fees due to Ebix BPO from Member are enumerated below. The Customer count of Insureds will include all Members' Insureds. All Fees will be based on the total vendor count at the end of the quarter. Invoices will be issued at the end of the billing cycle.

2.3.

Billing Cycle		Quarterly
Active Insureds Block	For each block of 25 Active Insureds (or portion thereof) Rate is based on attached fee table.	\$ _____ per billing cycle
Additional Inactive Insureds Block	For each additional block of <u>10</u> inactive Insureds (or portion thereof, above the 50 included) Based upon rate of \$5 per year per inactive insured.	\$ <u>12.50</u> per billing cycle
Endorsement Copies Fee	For each endorsement obtained, validated and tracked.	\$ <u>1.00</u> per endorsement

2.4. Insurance Requirement Profiles. Services provided according to Exhibit A, paragraph 1.3 and corresponding fees due to Ebix BPO from Member are enumerated below. Fees for additional requirement profiles and/or alterations to requirement profiles already in use will be invoiced to Customer/Member at the time of the addition or alteration.

Unique Requirement Profiles	10 unique insurance requirement profiles	No charge
Additional Requirement Profiles		\$103/each
Alterations of Profiles	For each alteration of a requirement profile that is assigned to one or more Active Insureds and that may impact compliance status (i.e. requires re-validation of all affected Insureds). This fee does <u>not</u> apply to alterations made within the first three months of the Service Implementation Date.	\$103 plus 40 cents per Active Insured connected to the altered profile

2.5. Internet User Logins. Services provided according to Exhibit A, paragraph 1.4 and corresponding fees due to Ebix BPO from Member are enumerated below.

Internet User Logins	(5) Internet User Logins	No charge
Billing Cycle		Annually
Cost Per Additional User Login		\$30 per user

2.6. Custom Reports. Ebix BPO shall develop and deliver the following custom reports to Member according to Exhibit A, paragraph 1.5.

Custom Report Title	Description or Exhibit Reference	Delivery Method	Fee
NONE			

2.7. CD Rom of Scanned Certificate Images. In accordance with Exhibit A, paragraph 1.6 and corresponding fees due to Ebix BPO from Member are enumerated below.

CD-ROM Summaries	One (1) CD-ROM(s) shipped to: Client Primary Contact	No charge
CD-ROM Summary Frequency		Annual
Additional CD-ROM Summaries		\$50/each

2.8. Written Contacts. In accordance with Exhibit A, paragraph 1.7, at each service anniversary, Customer/Member will be invoiced for additional written contacts made by Ebix BPO beyond the number of included written contacts. Ebix BPO will use a "contact pool" format for each membership. The number of vendors for that member will be multiplied by the agreed upon written contact number (4) and that will constitute the contact pool. Excess charges will only be invoiced when the contact pool is exceeded.

Written Contacts Included		4
Additional Contacts Fee		\$0.85/each

2.9. Retention of Paper Copy Documents. In accordance with Exhibit A, paragraph 1.8, Ebix BPO will retain and dispose of Member's documents as follows:

Document Retention Fee		No charge
Retention Period	Ebix BPO will retain Member's documents for a period of:	1 Year
Document Disposition Frequency	Ebix BPO will pull and dispose of documents that have reached the end of their Retention Period with the specified frequency	Every 3 months
Document Disposition Method	Ebix BPO will dispose of documents that have reached the end of their Retention Period as follows:	Shipped to Member or destroyed, depending on member preference
Document Disposition Fee	Shipping and Handling Fee	Waived

2.10. **Certificate Auditing.** In accordance with Exhibit 22A, paragraph 1.14, Certificate Auditing Services are provided as follows:

Certificate Auditing Fee	Charge per billing cycle:	\$0.00 SERVICE DECLINED
Coverages Included	Coverages to include in the audit process	_____
Sample Rate	Percent of mid-term policies in the above coverage list that will be sampled and audited each month	_____ %

2.11. **Miscellaneous Service Levels.** The exact service levels to be provided by Ebix BPO depend on the structure of Members' insurance requirements which include but is not limited to Additional Insured and Certificate Holder language, desired insurance limits, and acceptability of specific document types. These types of service level details are captured during the Implementation process as Member completes various forms including the "New Client Worksheet" to define said insurance requirements. Said forms are incorporated herein by reference.

2.12. **Price Adjustments.** Ebix BPO may not adjust any of the aforementioned fees or request additional fees until the termination of the initial contract term. In recognition of the fluctuating costs of doing business over time, after the initial contract term, EBIX BPO may adjust any of the aforementioned fees with prior notice to Customer/Member at least thirty (30) days in advance. Such price adjustments in any calendar year may not exceed five percent (5%) or the preceding calendar year's consumer price index ("CPI"), whichever is greater. Any price adjustments are subject to the limitations of any amendments to the contract currently in force.

2.13. **International Surcharges.** Due to the increased costs of service, a surcharge will apply to Member's Insureds that are located in countries other than the United States ("Foreign Insureds"). The surcharge may be up to \$10.00 per Foreign Insured per year, and \$0.95 for each additional written contact with a Foreign Insured.

2.14. **Other Fees and Charges.** Additional fees and charges may be invoiced to Customer/Member for additional services, changes to service levels, changes to letter templates or communication protocols and special "one-time" projects as approved by member.

2.15. **Telephone Charges.** Ebix BPO maintains phone logs by accounting codes for long distance charges incurred on Members behalf. Long distance charges attributable to Customer's account that exceed \$25.00 in any given month will be billed to Customer/Member in the next Billing Cycle.

2.16. **Account Wrap-Up Fees.** If this Agreement is terminated for any reason and Ebix BPO ceases providing services to Customer/Member, Customer/Member acknowledges that there are specific

activities and costs that Ebix BPO incurs in the course of "wrapping-up" the servicing of Customer/Member, including but not limited to extraction of data, handling/packing/shipping hard-copy documents, and discontinuing pending letters and other tasks related to incomplete tracking activities. Customer/Member agrees to pay Ebix BPO a reasonable "Account Wrap-Up" fee (currently \$300 but may be different in the future according to the actual work performed) to cover Ebix BPO's time and expense in this process. Additionally, Customer/Member may purchase ongoing view-only access to historical data using Ebix's web application after termination of this Agreement and cessation of all other services. Fees for this ongoing access will vary depending on the number of users and the volume of Customer/Member's historical data to be maintained in Ebix BPO's systems.

- 2.17. **Bulk Entry of Documents.** Member may request Ebix BPO to process "bulk quantities" of documents (either current or historical) at any time during the term of this Agreement. "Bulk quantities" is defined as any collection of documents that total more than 10% of Member's Active Insureds, or 100 documents, whichever is greater, and that are received from Member for processing by Ebix BPO as a single shipment or a series of shipments within a ten business-day period. Because such bulk quantities can have a significant impact on workflow for both Ebix BPO and Member, it is acknowledged and agreed that Member will pay a surcharge fee at the next billing cycle equal to \$1.25 per document processed in the "bulk quantity" and the processing of such documents will be spread across a reasonable time period so as to not create an undue stress on the workflow of either Ebix BPO or Member (as a result of follow-up communications that may logically result from a mass processing of a large quantity of documents). This provision shall not apply to any bulk quantity of documents that are processed as part of the Start-up Services as defined and charged for in section B.1 "Start-Up Document or Data Processing." The intent of this provision is to encourage Member to forward documents for processing on a regular basis rather than accumulating large quantities and then submitting them for processing all at once.
- 2.18. **Custom Report Rates:** Level one programmer will be \$125.00 per hour, Level two programmer will be \$185.00 per hour. Approximate cost per report \$600-\$1,000

EBIX El Dorado County Fee Tables as of October 1, 2012

Set Up Fee Table:

Active Vendor Count	Base Fee	Per Vendor Charge
0-99	\$1,000.00	\$2.10
100 - 499	\$1,500.00	\$1.05
500 - 999	\$1,500.00	\$0.95
1000 - 1499	\$1,500.00	\$0.84
1500 - 1999	\$1,500.00	\$0.74
2000 - 2999	\$1,500.00	\$0.63
3000 +	\$1,500.00	\$0.50

For Example

350 active vendors would have a \$1500.00 base fee plus an additional \$1.05 per vendor or \$367.50. This results in a total of \$1,867.50 for the Set Up fee.

Annual Service Fee Table:

Active Vendor Count	Annual Fee per block of 25
0 - 100	\$554.27
100 - 499	\$443.42
500 - 999	\$415.70
1000 - 1499	\$401.84
1500 - 1999	\$388.00
2000 - 2999	\$374.14
3000 - 3999	\$360.28
4000 - 4999	\$354.73
5000 - 5999	\$343.65
6000 - 6999	\$340.50
7000 - 7999	\$337.20
8000 - 8999	\$333.80
9000 - 9999	\$330.00
10,000 +	\$325.00

For Example

350 active vendors would be 14 blocks of 25. The annual service fee would be \$443.42 multiplied by 14. This results in a \$6,207.88 annual service fee.

Inactive Insured Fee:

Inactive insureds are invoiced according to the billing cycle in Exhibit B, on a quarterly basis. The quarterly charge is \$1.25 per inactive insured, over the threshold. This is based on the annual charge of \$5.00 per inactive insured.