

Agreement for Services #237-S1611

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

This agreement is made and entered into as of January 1, 2016, between the CSAC Excess Insurance Authority, hereinafter referred to as "EIA" and County of El Dorado, hereinafter referred to as "Member".

Whereas, the EIA has entered into an agreement with Ebix RCS, dated September 1, 2015 to provide certificate of insurance management services; and

Whereas, Member desires to receive services from EBIX RCS as provided in the attached Service Agreement between EBIX RCS 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 RCS.

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, 2016, and shall automatically renew for successive one (1) year periods. However, either party may terminate the agreement per the terms of the master agreement. If either party terminates this agreement, the Member shall be provided the opportunity to contract directly with EBIX RCS 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.

County of El Dorado		CSAC Excess Insurance Authority	
Name:	<u>Brian K. Veerkamp</u>	Name:	<u>George Reynolds</u>
Title:	<u>Chair</u>	Title:	<u>CIO</u>
Date Signed:	<u>12/15/15</u>	Date Signed:	<u>11/18/15</u>
Signature:	<u>Brian K. Veerkamp</u>	Signature:	<u>[Signature]</u>

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By [Signature]
Kim Dawson, Sr. Deputy Clerk

ADDENDUM A

DATA MANAGEMENT SERVICES AGREEMENT

This Agreement is made and entered into as of September 1, 2015 between EBIX, INC., RCS DIVISION a Delaware corporation ("Ebix"), and CSAC Excess Insurance Agency ("Client").

This Agreement shall apply exclusively to CSAC-EIA Members electing to use Ebix's CertsOnline system for Certificate of Insurance Management.

1. UNDERLYING FACTS/RECITALS

1.1 Client contracts with various Accounts (as defined below) who are required to provide continuous evidence of proper insurance coverage to Client as a condition of doing business with Client.

1.2 Ebix provides Data Management Services (as defined below), including insurance verification and administrative services, on a national basis for various retail, commercial, industrial and governmental organizations.

1.3 Client desires to engage Ebix to provide Data Management Services on Client's behalf with respect to the Accounts and Ebix desires to perform such Data Management Services for Client pursuant to the terms of this Agreement.

2. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms shall have the meanings set forth below:

"Account(s)" means a vendor, supplier, subcontractors and others who, as a requirement of doing business with Client, must provide proof of insurance coverage to Client in the forms and in such amounts as are established by Client. For billing purposes, Accounts are considered active until they are inactivated by the Client via the Ebix website, and thus removed from the Active Account listing.

"Confidential Information" means information or material proprietary to a party to this Agreement or designated as "Confidential Information" by a party to this Agreement ("Disclosing Party"), and not generally known by the other party ("Receiving Party"), which the Receiving Party may obtain knowledge of or

access to as a result of its attempts to satisfy its obligations under this Agreement. "Confidential Information" is to be broadly defined and shall mean and consist of all information, oral or written, relating to Disclosing Party's business, including, but not limited to, training and education protocols; policies and procedures; marketing and sales information; compensation and incentive compensation arrangements; price schedules; trade secrets; intellectual property; inventions and product designs, whether patented or not patented; discoveries; improvements; trademarks; service marks; copyrighted or copyrightable material; operating manuals; methods of operation; delivery models; proprietary computer programs; proprietary specifications; data; know-how; formats; strategies; business assumptions; business development and marketing plans; feasibility and marketing studies; budgets; forecasts; projections; financial information; pro formats; revenue and expense histories; supplier identities; characteristics and agreements; any information of commercial value or other utility in the business in which Disclosing Party engages or in which it contemplates engaging; any information from a negative know-how viewpoint; and agreements, forms, documents, data, reports, interpretations, forecasts or records which contain, reflect or are derived from any of the preceding. Confidential Information also includes all information the unauthorized disclosure of which could be detrimental to Disclosing Party's interests, whether or not such information is identified as Confidential Information by Disclosing Party; and all tangible or intangible embodiments or compilations of any of the preceding, including:

- (a) agreements, documents, memoranda, reports, studies, forecasts, interpretations, flow charts, drawings, notes, summaries, records, manuals, books, data and applications, including copyright, trademark and patent applications;
- (b) prototypes, models, blueprints, specifications, plans, programs, technical data and designs;
- (c) books of account, operating and financial reports, financial statements, financial reports, cost summaries, tax returns and feasibility studies;
- (d) any storage device containing electronic data, including hard drives, tapes, ZIP disks, JAZ disks, floppy disks, laptop computers, desktop computers and servers;
- (e) software programs, source codes, object codes or executable programs, including scripts, macros, designs, engineered algorithms, or any manifestations or realizations of such items, including any computer generated output of such items, such as screen displays, screen reports, printouts and other video or audio output, dynamic link libraries, web pages, active server pages, XML pages, DHTML pages, or HTML pages;

- (f) any audio, video or electronic recording; and
- (g) any other item or thing that contains, reflects or is derived from any of the items or things listed above or that were used in creating, designing, inputting, processing, retrieving, storing or reporting any of the items or things listed above.

"Required Insurance" means those insurance coverages Client's Accounts are required to obtain as a condition of doing business with the Client.

"Insurance Documents" means those documents relating to the Required Insurance for each defined Account category as described in **Exhibit A**, which is attached to this Agreement and incorporated by this reference.

"Data Management Services" and/or "Services" means the insurance and administrative services described in attached **Exhibit A**.

3. EBIX RESPONSIBILITIES

3.1 Data Management Services. Ebix shall provide Client with the Data Management Services enumerated in attached Exhibit A pursuant to the terms of this Agreement.

3.2 Performance. Ebix shall perform the Data Management Services with reasonable care, promptness, and expertise.

4. CLIENT RESPONSIBILITIES

4.1 Provision of Information. Client agrees to provide to Ebix, in writing or electronic format, all information necessary for Ebix to perform the Data Management Services pursuant to this Agreement. This information includes, but is not limited to, requisite Account information, data management specifications, individual contacts and Client's policies and procedures concerning insurance compliance.

4.2 Identification of Accounts. Client shall identify in electronic format, all Accounts for which Ebix shall be required to provide Data Management Services under this Agreement.

4.3 Cooperation. Client shall cooperate with, and provide such support to Ebix as may reasonably be necessary for Ebix to perform its obligations and Services under this Agreement.

4.4 Compensation. As consideration for Ebix's performance of Data Management Services under this Agreement, Client shall pay to Ebix the amounts specified in **Exhibit B**, which is attached to this Agreement and incorporated by this reference, within the time periods set forth in **Exhibit B**.

5. CONFIDENTIAL INFORMATION

5.1 Nondisclosure. Client and Ebix hereby acknowledge and agree that during the course of this Agreement, both parties may obtain Confidential Information of the other. Client and Ebix will not, and will ensure their respective officers, directors, employees and agents will not, reprint, copy, reproduce or use the Confidential Information of the other party, nor will they sell, give away, transfer or otherwise disclose the Confidential Information of the other party to any non CSAC-EIA member entity without obtaining the prior written consent of the other party.

5.2 Acknowledgment of Title. The Receiving Party acknowledges all right, title and interest in and to the Confidential Information delivered to Receiving Party under this Agreement shall at all times remain with Disclosing Party. Receiving Party acknowledges that by providing Receiving Party with access to its Confidential Information, Disclosing Party has not waived any confidentiality privilege or trade secret protection associated with its Confidential Information.

5.3 Client Reference List. Upon receipt of prior written approval of Client, Ebix may include the Client's name and specified key contact or contacts in any "Ebix Client Reference List" that may be requested by future potential clients.

6. INSURANCE

Ebix shall secure and maintain, at Ebix's sole expense and for the term of this agreement, a professional liability (errors & omissions) insurance policy or policies in an amount not less than \$2,000,000 per wrongful act and in aggregate.

7. INDEMNIFICATION & LIMITATION OF LIABILITY

7.1 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 all claims, demands, obligations, liabilities, losses, damages, costs and expenses, including attorneys' fees (collectively, "Liabilities"), resulting from the intentional or grossly negligent acts or omissions of Indemnifying 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. Indemnifying party shall have no obligation to indemnify or defend Indemnified Party from or against any Liabilities resulting from Indemnified Party's acts or omissions. Both parties understand and agree they will be inputting and transferring substantial amounts of data and handling large volumes of Insurance Documents. Consequently, neither party shall be liable to the other for losses, damages, costs or expenses which may result from unintentional errors or oversights in the

provision of services under this agreement. This paragraph 7 shall survive termination of this Agreement.

7.2 Indemnification Procedures. If any claim is asserted or any action or proceeding is brought for which a party to this Agreement may be entitled to indemnification, the Indemnified Party shall promptly notify the Indemnifying Party in writing of such asserted claim or the institution of such action or proceeding; provided, however, that the Indemnified Party's failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it might otherwise have on account of this indemnity, except to the extent that the Indemnifying Party has been materially prejudiced by such failure to notify. The Indemnifying Party may contest or settle any such claim on such terms as the Indemnifying Party may choose, provided that the Indemnifying Party will not have the right, without the Indemnified Party's written consent, to settle any such claim if such settlement (i) arises from or is part of any criminal action, suit, or proceeding, (ii) contains a stipulation to, confession of judgment with respect to, or admission or acknowledgment of any liability or wrongdoing on the part of the Indemnified Party, (iii) relates to any tax matters, or (iv) provides for injunctive relief, or other relief or finding other than money damages, which is binding on the Indemnified Party.

Such defense will be conducted at the Indemnifying Party's sole cost and expense by attorneys retained by the Indemnifying Party and reasonably acceptable to the Indemnified Party, but the Indemnified Party will have the right to participate in such proceedings and to be separately represented by attorneys of its own choosing. The Indemnified Party will be solely responsible for the costs of its separate representation, unless the parties agree that the interests of the Indemnified Party and the Indemnifying Party in the action conflict in such a manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for the Indemnified Party, in which case the Indemnifying Party shall pay for one separate counsel chosen by the Indemnified Party.

The Indemnifying Party and the Indemnified Party shall cooperate in determining the validity of any claim brought by a third party for any cost, expense, damage, or loss for which a claim of indemnification may be made under this Agreement. Each party shall also use all reasonable efforts to mitigate its damages, losses, costs and expenses.

7.3 Client's Accounts. Ebix is not a party to any agreement between Client and Client's Accounts and has no responsibility for Liabilities suffered or incurred by Client as a result of the actions or omissions of Client's Accounts. Specifically, Ebix is not responsible for any Liabilities arising out of or related to the failure of any of Client's Accounts to maintain and convey Required Insurance, bonds or other liability protection. In addition, Ebix is not responsible for any Liabilities arising out of or related to false or fraudulent information provided to Ebix by Client's Accounts.

7.4 Ebix's Vendors. Client is not a party to any agreement between Ebix and Ebix's vendors and has no responsibility for Liabilities suffered or incurred by Ebix as a result of the actions or omissions of Ebix's vendors.

7.5 Limitation of Liability. Ebix's obligations and liabilities under this Agreement, including but not limited to paragraph 7, shall be limited to the amount will be covered by Ebix's Errors & Omissions insurance policy. In no event shall Ebix be liable for any special, incidental, indirect or consequential damages arising under tort, contract, strict liability or any other legal theories. Client agrees to accept this limitation on Ebix's liability as part of a bargain to lower the cost of the Data Management Services performed by Ebix, and Client understands the cost of the Data Management Services would be significantly higher without this limitation of liability.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence on the date first written above and shall automatically renew for successive one (1) year periods, unless either party provides notice of Termination pursuant to 8.2 or 8.3.

8.2 Termination for Cause. Either party to this Agreement shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other if the party to whom notice is given has materially breached any provision of this Agreement and such breach is not cured within the sixty (60) day period beginning on the date of the notice. The party claiming the right to terminate hereunder shall set forth in the notice of termination the specific facts constituting the other party's breach. Remedy of such breach within sixty (60) days of receipt of notice shall cure the breach and cause the Agreement to remain in effect for the remaining term, subject to any subsequent breach of the Agreement. If the alleged breach cannot be cured as a result of an act of God, strike or other labor disturbance, governmental intervention, or other cause beyond the control of the alleged breaching party (any such cause or event being referred to as a "Force Majeure Event"), the time period within which to cure such alleged breach shall be deemed to be extended by the number of days such Force Majeure Event continues; provided, however, that such time period shall in no event exceed 180 days from the alleged breach.

8.3 Termination for Convenience. Either party may terminate this Agreement upon ninety (90) days written notice for any reason or for no reason.

(a) A Termination For Convenience Fee shall apply to any new Member implemented on the Ebix program, after the date of this agreement in the event that the Client terminates this Agreement without cause (that is, if the Agreement is terminated by Client for any reason other than a material breach of any provision of this Agreement by Consultant during the initial 18 month period after commencement of service. Member shall pay to Ebix a termination fee equal to the revenue of members' account for the quarter immediately preceding the month of the notice of termination is delivered. The terms of this Paragraph shall not apply to any existing Member using Ebix's Certificate Management platforms, COI or CertsOnline, as of the date of this agreement.

8.3 Requirements Upon Termination. Upon termination of this Agreement, Ebix shall provide such reports and hard copy data to Client as are specified in Paragraphs A-1.8 and A-1.9 of **Exhibit A**.

9. INDEPENDENT CONTRACTOR

Ebix is an independent contractor of Client and Ebix shall not perform any Services under this Agreement as an employee, agent or servant of Client. All personnel retained or engaged by Ebix to perform services under this Agreement shall be deemed to be employees or agents of Ebix, not Client. Client shall have no right to control or direct the details, manner or means by which Ebix provides the Services required under this Agreement. Notwithstanding the preceding, Ebix's provision of Services under this Agreement must not interfere with Client's business operations and the results of Ebix's Services must meet Client's specifications, project criteria and final approval. Ebix assumes full responsibility for providing benefits to its employees (*e.g.*, health insurance), if any, as well as for the withholding and payment of all federal, state, county and municipal taxes, including social security, unemployment insurance and disability insurance tax pertaining to services rendered by and compensation paid to Ebix. Ebix also assumes full responsibility for compliance with applicable workers' compensation insurance laws, as applicable. Ebix also shall obtain and maintain all licensing necessary to perform the Services under this Agreement.

10. DISPUTE RESOLUTION

10.1 Negotiation. Each party to this Agreement shall be free to bring any controversy, claim, dispute or counterclaim arising out of or in connection with this Agreement or any resulting transaction, whether involving a disagreement about meaning, interpretation, application, performance, breach, termination, enforceability or validity and whether based on statute, tort, contract, common law or otherwise ("Dispute"), to the attention of the other party at any time without prejudicing such party's rights under this Agreement, by giving the other party a written notice identifying the issues in Dispute. Within 10 days after the written notice is given, the parties shall meet and confer in good faith in an effort to resolve the Dispute.

10.2 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with the laws of the State in which jurisdiction is proper under the terms of this paragraph, without regard to any conflict of law. Any controversy or claim arising out of or related to this contract or breach thereof shall be filed in the State of California. Both parties submit to the jurisdiction of California to effectuate the terms of this paragraph.

10.3 Mediation and Litigation. If the Dispute cannot be resolved informally by the parties within 10 days after the first meeting, either party shall have the right to submit the Dispute to nonbinding mediation before any independent third party agreed upon by the parties, whose fees and costs shall be borne equally by the parties. If the parties are unable to agree

upon a mediator within 10 days after the Dispute is submitted to mediation, then each party shall select a mediator and the two mediators selected by the parties shall select a third, independent mediator to mediate the dispute. The mediation must be completed within 30 days after selection of the mediator. Upon failure to resolve the Dispute informally or by

mediation, the Dispute shall be finally resolved (i) by a court proceeding or (ii) if mutually agreed upon by the parties, by arbitration. The court proceeding or arbitration proceeding, as applicable, may be commenced by either party at any time after termination of the mediation.

10.4 Arbitration. If the parties agree to arbitrate the Dispute rather than litigating the Dispute in court, arbitration of the Dispute shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitrator shall be any independent third party agreed to by the parties. The arbitration proceeding shall be completed within 60 days after appointment of the arbitrator, unless the parties otherwise agree.

The arbitrator shall have jurisdiction over the Dispute, and the decision of the arbitrator shall be final and binding upon the parties. Depositions may be taken and discovery may be conducted in the manner designated by the arbitrator with good cause shown by the parties. The cost of the arbitration, the arbitrator's fees and the attorneys' fees and costs incurred by the prevailing party shall be paid by the parties in the manner determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction; or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as applicable.

10.5 Provisional or Ancillary Remedies. The provisions of this paragraph shall not limit the right of any party to obtain or oppose provisional or ancillary remedies, including, without limitation, temporary protective or restraining orders, preliminary and permanent injunctions, writs of possession, appointment of a receiver and such other provisional relief as a court of competent jurisdiction may deem appropriate.

10.6 Tolling Agreement. The running of any time period (other than the time periods specified in this paragraph 10) within which a party is required to take any action, perform any obligation or cure any breach by such party under this Agreement shall be stayed pending the final determination of any Dispute in question in accordance with this paragraph.

11. GENERAL PROVISIONS

11.1 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given and received (i) on the date of delivery if personally delivered or if delivered by telegram or facsimile with electronic confirmation of receipt, (ii) on the day specified for delivery if sent by nationally recognized overnight courier service (e.g., UPS, Federal Express, etc.), or (iii)

three (3) business days after depositing with the United States Postal Service if mailed by certified mail, postage prepaid, return receipt requested, to the parties at their addresses set forth on the signature page of this Agreement, or such other address as may be designated from time to time in writing by any party to all other parties.

11.2 Effect of Headings, Schedules and Exhibits. The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. All schedules and exhibits to this Agreement are incorporated into this Agreement in their entirety.

11.3 Assignments. The rights and obligations of the parties hereto may not be assigned or delegated. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assignees.

11.4 Severability. Each provision of this Agreement is independent, separate and divisible, and in the event any provision of this Agreement is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions. Nothing contained in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.

11.5 Amendment and Waiver. No provision of this Agreement may be altered, amended or repealed in whole or in part other than by the written consent of all the parties to this Agreement. No waiver shall be binding unless executed in writing by the party granting the waiver. Neither the failure nor delay on the part of any party to exercise any right, remedy, power, privilege or provision under this Agreement shall operate as a waiver of such right, remedy, power, privilege or provision. Waiver of any right, remedy, power, privilege or provision under this Agreement shall not be deemed or constitute a waiver of any other right, remedy, power, privilege or provision under this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver.

11.6 Entire Agreement. This Agreement constitutes the entire and complete agreement or understanding between the parties relating to the subject matter of this Agreement. All of the contracts and agreements, written or oral, between the parties which relate thereto are hereby terminated.

11.7 Authority To Make Agreements. Each party warrants and represents that it has the power to enter into this Agreement and to perform in accordance with the provisions hereof

and that the Agreement has been duly and validly authorized executed and delivered in accordance with all applicable laws and governing instruments.

11.8 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns, nor shall any provision of this Agreement give any third persons the right to subrogation or action over or against any party to this Agreement.

11.9 Counterparts. This Agreement may be executed in any number of counterparts by original or facsimile signature, and each such counterpart shall be deemed to be an original instrument as to the party whose signature appears on such counterpart, and all of which together shall constitute one and the same instrument.

11.10 Attorneys' Fees. Subject to paragraph 10, if any party commences or is made a party to any litigation, arbitration or other judicial or administrative action or proceeding (collectively, "proceeding") to enforce, interpret or obtain a declaration of rights under this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party reasonable attorneys' fees, costs (whether otherwise taxable or recoverable) and expenses incurred in connection with such proceeding, any appeal of such proceeding or enforcement of any judgment obtained in any such proceeding, including, without limitation, fees, costs and expenses for expert witnesses, appraisers, trustees, receivers, keepers, masters, accountants, arbitrators, investigators, post-judgment motions, contempt proceedings, garnishment, levy, debtor and third party examinations, discovery and bankruptcy litigation, document searches, recordings, filings, publications, service of process, court reporters and bonds. Any judgment or order entered in any proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment or order. This attorneys' fees provision is intended to be severable from the other provisions of this Agreement, shall survive any judgment or order entered in any proceeding and shall not be deemed merged into any such judgment or order.

11.11 Construction. This Agreement has been negotiated at arms length and each party has been given the opportunity to be represented by legal counsel and to the extent each party has deemed necessary, each party has consulted with independent legal counsel with respect to such party's rights and obligations under this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties and the purpose of this Agreement.

11.12 Original Signatures. The parties hereby agree that facsimile signatures, whether transmitted by telephone facsimile machine or computer transmitted files will be considered original signatures for all purposes including, but not limited to, authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

CLIENT: CSAC Excess Insurance Agency

By: 


Print Name: GEORGE ROYWOOD

Title: CHIEF INFORMATION OFFICER

Address: 75 IRON POINT CIRCLE, SUITE 200
FOLSOM, CA 95630

Ebix:

EBIX INC., RCS DIVISION

By: 
Robin Raina, CEO

Address:
151 N. Lyon Avenue
Hemct, CA 92543

DATA MANAGEMENT SERVICES AGREEMENT

EXHIBIT A

INSURANCE CERTIFICATE DATA MANAGEMENT

A-1.0 Ebix shall (at its expense):

A-1.1 Ebix shall establish and maintain all systems and programs necessary to maintain an accurate and up-to-date database of information concerning insurance information for Client's Accounts. The most recent insurance certificate information, indemnification form and corresponding tracking information is to be kept in the database along with scanned images of current and historical Insurance Document(s) received and accumulated over time.

As part of the tracking service, Ebix shall:

(a.) Establish and maintain a post office box, email address, and fax number for receiving Insurance Documents and process all such mail received within 5 working days.

(b.) Scan all Insurance Documents to the appropriate Active or Inactive Account as part of the tracking process.

(c.) Keep insurance history records updated with all Insurance Documents that are received and can be matched to Accounts.

(d.) Return to Client via regular mail, all miscellaneous correspondence and documents received which do not pertain to the Accounts being tracked.

(e.) Provide unlimited web-based training during the Implementation and ongoing service program, as needed.

A-1.2 Ebix will track insurance coverage types as required for any Account. Ebix will configure Risk Profiles in its track system to facilitate the tracking of each Member Entity's required Coverage Types, Limits, and policy provisions. Available Coverage types shall include: General Liability, Auto Liability, Workers Comp and Employers Liability, Property Coverage, Excess, Liquor Liability, Cargo, Garage Keepers, Hazard Homeowners, Garage Liability, Electronic Data Processing Liability, Airport Liability, Flood Liability, Earthquake, Marine Liability, Sexual Misconduct, Employee Dishonesty / Fidelity Bond, Earthquake Builders Risk, Pollution Liability and Professional Liability.

A-1.3 Ebix will produce and mail insurance notices at specified intervals, (based on the Account category specific insurance requirement parameters supplied by Client) to each agreed upon Account or Account's insurance agent/broker. Notice types and timing cycles as follows:

Notice Types

Introductory Notice (Intro)

No Coverage Notice 1 (NC1)

No Coverage Notice 2 (NC2)

No Coverage Notice 3 (NC3)

Deficient Coverage Notice 1 (DN1)

Deficient Coverage Notice 2 (DN2)

Deficient Coverage Notice 3 (DN3)

Cycle and Notice Type Used	Timing Parameter
<u>Introductory Cycle</u>	
(a) Intro- Transition Notice	Sent immediately after completion of implementation
(b) No Coverage Notice (NC 1)	14 days after issuance of (a)
(c) No Coverage –2 nd Request Notice (NC 2)	21 days after issuance of (b)
(d) No Coverage Final Notice (NC 3)	21 days after issuance of (c)
<u>No coverage cycle (post Introductory Cycle)</u>	
(e.) No Coverage Notice (NC1)	Next day after new Accounts have been added to the Ebix system
(f.) No Coverage –2 nd Request Notice (NC2)	21 days after issuance of (e.)
(g.) No Coverage – Final Notice (NC3)	21 days after issuance of (f.)
<u>Expiring coverage cycle</u>	
(h.) Pre-expiration Notice (DN1)	21 days prior to any scheduled expiration date
(i.) Expired coverage notice (DN2)	Next day after expiration of Required Insurance
(j.) Expired coverage – Final Notice (DN3)	21 days after issuance of (i.)
<u>Deficient /incomplete coverage cycle</u>	
(k.) Deficient /Incomplete coverage Notice (DN1) deficient coverage	Next business day after identification of deficient coverage
(l.) Deficient/Incomplete coverage –2 nd Notice (DN2)	21days after issuance of (k.)
(m.) Deficient/Incomplete coverage – Final Notice (DN3)	21 days after issuance of (l.)
<u>Cancelled coverage cycle</u>	
(n.) Canceled coverage Notice (DN1)	Next business day after cancellation notification
(o.) Canceled Coverage - Final Notice (DN3)	15 days after issuance (n.)

(Note: Notice types in the Expiring coverage cycle are issued for active accounts other than those in default status and referral status as of coverage renewal date(s)).

A-1.4 Ebix may resend notices according to the notice cycle listed in A-1.3, based on certain system-triggered events (ex. A certificate of insurance with a more current issue date is received and process after an Account completes the standard notice cycle). No additional fees will be assessed for notices automatically generated and triggered by Ebix's system as described in this Paragraph.

A-1.5 Interface with Client (via fax/phone/mail) to resolve Client defined insurance "deficiencies" regarding Account's insurance status.

A-1.6 Provide Account telephone service to answer account and agent questions regarding coverage deficiencies and other issues related to meeting defined insurance requirements.

A-1.7 Provide management reports, accessible via the Internet, communicating to Client, information identifying Accounts failing to provide Insurance Documents required by Client evidencing Required Insurance and Indemnification. Reports include: Active Account report, Default Report, Referral Report, Cancel Report and Unidentified Certificate Report.

A-1.8 Develop Client's insurance management database within the performance specifications agreed upon by both parties.

A-1.9 Retain all hard copy insurance certificates and Form I's received on behalf of Client for up to six months at no cost to Client. Storage of documents for periods beyond six months can be provided at current prevailing document storage rates Ebix will destroy any retained documents upon contract termination unless otherwise instructed by Client in writing.

A-1.10 Provide all data and scanned certificates to Client upon contract termination listing the known condition (current, inactive, deficiency etc.) of all active/inactive Accounts in the Client's Ebix databases. The report will be provided in Microsoft Excel or IBM format CD ROM.-Data shall be provided within thirty (30) days of Agreement termination.

A-1.11 Notify Client in writing at least sixty (60) days in advance of any software changes affecting data transfer between Client and Ebix.

A-2.0 Client shall (at their expense):

A-2.1 Provide a means for Ebix to procure all new and/or changed Accounts' status information in a timely and cost efficient manner.

A-2.2 Provide a list of guidelines/parameters to use to evaluate an Accounts' insurance coverage for purposes of acceptance or deficiency reporting.

A-2.3 Provide a single Client contact to resolve Account insurance deficiency issues that have "run their course" according to defined operating procedures (based on the established insurance requirement parameters supplied by Client) and to resolve other such contract and data management issues.

A-2.4 Provide Ebix with updates identifying all Accounts (with corresponding unique Account #) for whom Client desires Ebix to provide Data Management Services. All non-matching Accounts (by Account #) will be kept in the database for historical reference.

A-2.5 Provide Ebix with required Client logo artwork for use on Account deficiency notices.

A-3.0 Internet Access

A-3.1 Ebix will provide 24-hour on-line access to the Client's Insurance Certificate database via Internet, providing Client both viewing and printing capabilities of current and historical scanned certificates as well as management reporting capabilities for as long as this Agreement is in effect.

DATA MANAGEMENT SERVICES AGREEMENT

EXHIBIT B

COST OF SERVICES & BILLING

B-1.0 COST OF SERVICES

B-1.1 Certificate Tracking and Reporting (including phone support)

Fee table designates pricing.

CERTIFICATE MANAGEMENT SERVICE FEES		
Annual Per Account Fee		\$14.41
ADDITIONAL SERVICE FEES		
IMPLEMENTATION	Historical Document Scan and Enter to System	\$1.75 per document
SERVICES	Contract Abstractions to provide Insurance Requirement Profile	\$25 per contract
SERVICES	Rush Review of Certificate (24 hour processing)	\$28 per Rush Request
SERVICES	Standalone Additional Insured Endorsements(non-construction)	\$2.00 per Account, per year
SERVICES	Standalone Ongoing and/or Completed Operations Endorsement (construction)	\$2.00 per Account, per year for either or both endorsements.
SERVICES	Additional CD-ROM Summary	\$350.00

B-1.2 On-line Access

Ebix shall provide online access to the Ebix system for an unlimited number of users within each CSAC-EIA participating Member's organization.

B-1.3 Fees charged for work performed by Ebix during the initial phases of this agreement to commence service to Client and to begin bringing Accounts into compliance with Client's requirements are as follows:

File Setup and Conversion: A one-time fee of \$3,000 shall be required to perform set up

programming and for loading of Client's database to the Ebix system. File Setup and Conversion fee shall include: mapping the Member Client's account data to the Ebix system, loading and configuring Risk Profiles based on Member's standard insurance requirements, documenting business rules and preferences based on Member questionnaire completed, programming custom notices to include Member's desired language and logo, and completing web-based training for Member's users requiring access to the Ebix system.

Data Capture of Current Certificates at Implementation: If Ebix will be capturing data from current certificates provided directly by Client as part of the implementation. Ebix will capture data from such documents and compare data to Client's Required Insurance coverages. If necessary, perform deficiency follow up activities consistent with those outlined in Exhibit A. A fee of \$1.75 shall be required for each document scanned and entered into Ebix's system.

Client acknowledges that a significant portion, if not all, of the cost of file set up / conversion is incurred in the initial stages of implementing Client's program. Therefore, there will be no refunds of any amounts paid in the event Client terminates this contract prior to expiration of the term outlined in Section 8 of this agreement.

B-1.4 Additional fees may be assessed for additional services and/or program modifications added after the inception of service to Client. Client will have the right to review and approve changes before being assessed. Program modifications that require Ebix to perform custom programming shall be performed at a rate of \$150-200 per hour.

B-1.5 CPI Adjustment – Each year in January, the fees charged by Ebix shall be adjusted to reflect the annual change in the Consumer Price Index, average annual year end, for all Urban Consumers, Los Angeles – Riverside – Orange County, CA as issued by the Bureau of Labor Statistics of the United States Department of Labor, (“CPI Index”). The first CPI Adjustment shall be made as of January, 2016 and shall remain the same until subsequent adjustments are made as of each January of each year thereafter. The change in the fee will be determined by multiplying the total invoice amount for a month by a fraction. For the first year's adjustment, the numerator in the fraction will be the CPI Index for 2015 by the denominator, CPI Index for, 2014 (base year). The fraction for subsequent years will be determined by taking the CPI Index for the current year-end (numerator), divided by the base year CPI Index (the denominator). Revisions to the CPI Adjustment shall be reflected in a billing adjustment each February and shall remain unchanged until the next annual CPI Adjustment.

B-2.0 BILLING

B-2.1 Invoices shall be issued to Client by Ebix, at the end of the quarterly billing cycle for services rendered at the pricing specified in Exhibit B sections B.1.1 to B.1.5 of this Agreement. Account fees will be based on the total vendor count at the end of the quarter. The first day of the annual billing terms shall be a) the date that Ebix first commences

issuance of introductory notices described in Exhibit A-1.3(a) of this Agreement or b) 45 days after the date of this agreement, whichever occurs first.

B-2.2 Invoices will be issued quarterly as described in Paragraph B-2.1 on the first day of the month of each subsequent billing quarter.

B-2.3 Client will remit total payment due for Services provided by Ebix within 30 days of receipt of invoice from Ebix. If an invoice is not paid within 45 days of the invoice date, Client must pay:

1. a late charge of 1.5% per month or the maximum lawful rate, whichever is less and;
2. Ebix's collection expenses, including reasonable attorneys' fees.

If Client has a good-faith dispute related to an invoiced amount, Client must notify Ebix within 30 days of receipt of the disputed invoice. Pending the outcome of the dispute, Client may withhold payment of the disputed amount but must pay the balance of the invoice. Both parties must work diligently and in good faith to resolve any disputed invoice amounts within 30 days of the notice of dispute.

If Client fails to dispute an invoiced amount within 180 days of the date of receipt, Client waives any claim related to that invoice.

B-2.4 Ebix shall not be obligated to provide services to Client if payment has not been remitted by Client in accordance with Paragraphs B-2.1 through B-2.3 above.

This agreement is made and entered into as of ____, between the CSAC Excess Insurance Authority, hereinafter referred to as "EIA" and _____, hereinafter referred to as "Participant".

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

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

Therefore, be it resolved that:

Participant agrees to utilize Ebix RCS's system and services under the same terms and conditions provided for in the agreement between the EIA and Ebix RCS.

Participant 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 ____, and shall automatically renew for successive one (1) year periods. However, either party may terminate the agreement according to the terms set forth in the master contract. Upon termination, the Participant shall be provided the opportunity to contract directly with Ebix RCS for certificate management services.

Exhibit Acknowledgment and Agreement:

The undersigned, Ebix Inc, a Delaware Corporation, hereby (i) acknowledges receipt of the forgoing EIA Member Exhibit XXB and (ii) consents to the terms and execution thereof, (iii) reaffirms all obligations to the EIA referenced in the CSAC EIA Master Service Agreement and Participant Member referenced in Exhibits XXA and XX B.

Ebix Inc., RCS Division

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