New Client Purchasing Order
For Data Management Services

Purchasing Order No: _______
Purchase Order Effective Date: **November/____/2019**
Client Name: **El Dorado County**

Client Address:___________________________________

Attn: **Gina De Martini-Kuhns**

Product	**Description**	**Total Unique Accounts**	**Per Account Per Year Fee**
Insurance Certificate Data Management	Full Service Model	As needed	Per Exhibit B
Please be advised that certain Services are subject to applicable State Sales Tax, which may affect the final total.			

This Order for Licenses and/or Services (this **Purchase Order**") is made effective (the "**Purchase Order Effective Date**") as of the date it is signed by and between Ebix, Inc. and the Client listed below ("**Client**") pursuant to the EBIX's Master Data Management Services Agreement with CSAC Excess Insurance Authority (EIA), a California Joint Powers Insurance Authority (JPA) for License and Services between Client and EBIX.. This Order hereby incorporates the terms of the Master Data Management Services Agreement as if fully set forth herein. Any capitalized terms not defined in this Purchase Order have the meaning ascribed to them in the Master Agreement. All amounts stated are in United States Dollars and are exclusive of applicable taxes and expenses. Any conflict between the Master Data Management Services Agreement and this Purchase Order shall be resolved in favor of this Purchase Order. EBIX shall perform services under this Purchase Order as outlined in Exhibit A.

STANDARD SCOPE OF SERVICES
EXHIBIT A of Master Data Management Services Agreement

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 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 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.) Appoint and maintain a team of account executives as point of contact to work directly with the Client's and the EIA

A-1.2 EBIX will track the insurance coverage types as required for any Account

A-1.3 EBIX will produce and mail insurance notices to each agreed upon Account or Account's insurance agent/broker at intervals determined during the implementation of Services. Notice formats and notice cycles are as follows:

Notice Formats

Introductory Notice (Intro)
No Coverage Notice 1 (NC1)
No Coverage Notice 2 (NC2)
No Coverage Notice 3 (NS)
Deficient 1, Expiring, Cancelled (IC1,EC1, CC1)
Deficient 2, Expired (IC2, EX1)
Deficient Final, Expired Final, Cancelled Final (IS, ES, CS)

Cycle and Notice Type Used

Introductory Cycle

(a) Intro- Transition Notice

(b) No Coverage Notice (NC 1)

(c) No Coverage –2nd Request Notice (NC 2)

(d) No Coverage Final Notice (NS)

No coverage cycle (post Introductory Cycle)

(e.) No Coverage Notice (NC1)

(f.) No Coverage –2nd Request Notice (NC2

(g.) No Coverage – Final Notice (NS)

Expiring coverage cycle

(h.) Expiring Notice (EC1)

(i) Expired coverage notice (EX1)

(j.) Expired coverage – Final Notice (ES)

Deficient /incomplete coverage cycle

(k.) Deficient /Incomplete coverage Notice (IC1)

(l.) Deficient/Incomplete coverage –2nd Notice (IC2)

(m.) Deficient/Incomplete coverage – Final Notice (IS)

Cancelled coverage cycle

(n.) Canceled coverage Notice (CC1)

(o.) Canceled Coverage - Final Notice (CS)

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

A-1.5 Provide Account telephone service to answer account and agent questions regarding coverage deficiencies and other issues related to meeting defined insurance requirements.

A-1.6 Provide management reports, accessible via the Internet, communicating to Client, information identifying Accounts failing to provide Insurance Documents required by Client evidencing Required Insurance. Reports include: Default Report, Referral Report and Unidentified Certificate Report.

A-1.7 Develop Client's insurance management database within the performance specifications agreed upon by both parties.

A-1.8 Provide historical data to Client upon Agreement termination listing the known condition (current, inactive, deficiency etc.) of all active/inactive Accounts in the Client's EBIX databases along with images of all the certificates received from all Accounts. This data will be uploaded to a secured FTP server and credentials to access it will be shared with the client, within thirty (30) days of Agreement termination. This data will be available on the FTP site for the client to download and verify, for up to 30 days.

A-1.9 Notify Client in writing at least sixty (60) days in advance of any software changes affecting data transfer between Client and EBIX.

A-1.10 Provide system upgrades as they become available at no additional charge.

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 their 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.

EXHIBIT B of the Master Data Management Services Agreement

COST OF SERVICES & BILLING

B1.0 COST OF SERVICES

B1.1 Certificate Tracking and Reporting (including phone support)

Certificate of Insurance Management Services		
Annual Per Account Fee		**$15.13**
Additional Services, If Required/Applicable		
Implementation Services	Historical Documents Scan And Enter To The System	$1.75 Per Document
Implementation Services: Setup	Members in Transition from another service provider	$1,200 Per Member
Services	Insurance Requirements Abstraction From Contracts	$24 Per Contact
Services	Rush Pre Approval of An Account (24 Hours Processing)	$28 Per Rush Request
Services	Tracking of Standalone Additional Insured Endorsements (Non-Construction)	$2.10 Per Account Per Year
Services	Tracking of Standalone Ongoing And Completed Operations Endorsement (Construction)	$2.10 Per Account per Year for either endorsement, $4.20 for both
Services	Additional CD-ROM Summary	$350
Services	Deficiency Phone Follow up: Bundled Fee (need to be paid for all accounts)	$2.40 Per One Call Per Default Account
Services	Deficiency Phone Follow up (Case on Case Basis)	$7.80 Per Call

B1.2 Online Access
A fee of $0 per month shall be required for online access to the EBIX system via the Internet.

B1.3 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 **$0** shall be required to perform set up programming and for loading of Client's database to the EBIX 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 Agreement prior to expiration of the Term.

B1.4 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 $180 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, Atlanta-Sandy Springs-Roswell, GA 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, 2020 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 2019 by the denominator, CPI Index for, 2016 (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. In recognition of the fluctuating cost of doing business over time, EBIX may adjust any of the aforementioned fees. Such price adjustments will be capped in any calendar year at 3% of the total cost of the services or the actual CPI adjustment, whichever is lower.

B2.0 BILLING

B2.1 Invoices shall be issued to the Client by EBIX, at the end of the quarterly billing cycle for services rendered at the pricing specified in Exhibit B, Section 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 comes first.

Fees for incremental Accounts added in excess of initial count Accounts (if any) shall be billed at the beginning of each month. For billing purposes, such "overage" Accounts will be considered as Active Accounts until the end of the current annual Term. For subsequent years, Annual fees are based on the number of Accounts on the system as of the anniversary date. Fees for monthly incremental Account totals added in excess of the amount billed on the anniversary date shall be billed monthly by EBIX.

B2.2 Invoices will be issued quarterly as described in Paragraph B-2.1 on the first day of the month of each subsequent billing quarter.

B2.3 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:

- a late charge of 1.5% per month or the maximum lawful rate, whichever is less and;
- 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 invoice date, Client waives any claim related to that invoice.

B2.4 EBIX shall not be obligated to provide services to Client if payment has not been remitted by Client in accordance with Paragraphs B2.1 through B2.3 above.

IN WITNESS WHEREOF, the parties to this **Purchasing Order** have caused it to be duly executed by their respective duly authorized representatives.

El Dorado County

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Authorized signature/Title

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Date: November/___/2019

EBIX, INC.

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Authorized signature/Title

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Date: November /___/2019