

1 **A G R E E M E N T**

2
3 THIS AGREEMENT is made and entered into this 1st day of January, 2015, by and
4 between the San Joaquin Valley Insurance Authority, a Joint Powers Authority within the State of
5 California, hereinafter referred to as "SJVIA", and Chimienti & Associates Insurance Services,
6 whose address is 3400 W. Mineral King Ave., Suite B, Visalia, CA 93291, hereinafter referred to
7 as "CONTRACTOR".

8 RECITALS

9 WHEREAS, the SJVIA desires to obtain certain health benefit administrative services,
10 including maintaining benefits and eligibility information, consolidated billing and reporting, on-line
11 management of benefit programs, COBRA administration, flexible spending account
12 administration, and enrollment services, on the terms and conditions set forth in this Agreement;
13 and

14 WHEREAS, the CONTRACTOR represents that it is willing and able to provide the
15 health benefit administrative services as set forth in this Agreement.

16 NOW, THEREFORE, the parties hereto agree as follows:

17 SJVIA hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such
18 engagement, to perform health benefit administrative services as specified in this Agreement.

19
20 1. OBLIGATIONS OF THE CONTRACTOR

21 A. CONTRACTOR will provide health benefit administrative services which
22 include, but are not limited to, those outlined in Exhibit "A". If during the contract period new
23 member entities join the SJVIA, CONTRACTOR will provide the health benefit administrative
24 services to the new member entities under the terms of this Agreement. No later than thirty (30)
25 days before the new member entity joins the SJVIA, the SJVIA and CONTRACTOR shall confer
26 with the new member entity regarding the specific services to be provided. The services to be
27 provided to each new member entity shall be memorialized in writing signed by CONTRACTOR
28 and delivered to and approved by the SJVIA Manager.

1 B. CONTRACTOR will provide to the SJVIA general administrative services
2 that include, but are not limited to:

3 1. Training that is necessary, as determined by the SJVIA Manager or
4 the SJVIA Assistant Manager, to assist the SJVIA in utilizing the CONTRACTOR's services.

5 2. Furnish the SJVIA with any available information from the
6 CONTRACTOR's records which the SJVIA may need.

7 3. Resolve any issues raised by SJVIA member entities within the scope
8 of CONTRACTOR's services under this Agreement, such as questions on member eligibility,
9 promptly and with due diligence. Any questionable enrollment or service requests shall be
10 referred to SJVIA for clarification.

11 2. OBLIGATIONS OF THE SJVIA

12 A. Each participating member entity of the SJVIA is solely responsible for
13 compliance with the Internal Revenue Code and other Federal, State, and local laws, including:

14 1. Internal Revenue Code Section 125 ("Section 125") documents and
15 their execution; and

16 2. The payroll tax administration associated with Section 125, including
17 withholding and all required Federal, State or local income tax.

18 B. SJVIA is responsible to determine member eligibility and to allow only
19 eligible members to participate in the SJVIA health plans. Each member entity of the SJVIA will
20 provide to CONTRACTOR biweekly or monthly electronic eligibility file feeds to update the
21 eligibility list for each member entity.

22 C. When applicable, SJVIA will remit to established vendors, through eligible
23 employee salary reduction agreements, all Section 125 deductions and voluntary insurance
24 premiums. "Established vendors" for purposes of this section 2.C. are those vendors that provided
25 services under contract with the SJVIA. The SJVIA is responsible to maintain a current list of
26 established vendors and to inform CONTRACTOR if there are changes to that list.

27 D. SJVIA is solely responsible for the accuracy and integrity of SJVIA and
28 participating entity's data.

1 3. TERM

2 A. This Agreement is effective from the 1st day of January, 2015, through the
3 31st day of December, 2017, inclusive.

4 B. This Agreement may be extended for not more than two (2) additional one
5 (1) year periods beyond the termination date stated above, upon the same terms and conditions
6 herein set forth. Such extensions must be authorized by the SJVIA Board of Directors.

7 4. TERMINATION

8 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
9 be provided thereunder, are contingent on the approval of funds by the appropriating government
10 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
11 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
12 notice.

13 B. Breach of Contract - The SJVIA may immediately suspend or terminate this
14 Agreement in whole or in part, where in the determination of the SJVIA there is:

- 15 1) An illegal or improper use of funds;
- 16 2) A failure to comply with any term of this Agreement;
- 17 3) A substantially incorrect or incomplete report submitted to the SJVIA;
- 18 4) Improperly performed service.

19 In no event shall any payment by the SJVIA constitute a waiver by the SJVIA of any
20 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
21 Neither shall such payment impair or prejudice any remedy available to the SJVIA with respect to
22 the breach or default. The SJVIA shall have the right to demand of the CONTRACTOR the
23 repayment to the SJVIA of any funds disbursed to the CONTRACTOR under this Agreement,
24 which in the judgment of the SJVIA were not expended in accordance with the terms of this
25 Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

26 C. Without Cause - Under circumstances other than those set forth above,
27 this Agreement may be terminated by SJVIA upon the giving of thirty (30) days advance written
28 notice of an intention to terminate to CONTRACTOR.

1 D. HIPAA Violation - The SJVIA may terminate this Agreement as provided in
2 section 6.M., below.

3 5. COMPENSATION/INVOICING

4 SJVIA agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
5 compensation as follows: SJVIA shall pay \$5.20 per employee per month (PEPM). The \$5.20
6 PEPM will be paid monthly throughout the period of the Agreement and will be based on the
7 actual headcount for the specific contract month. If during the contract period new member
8 entities join the SJVIA, the \$5.20 PEPM rate will apply toward the new entities as of the effective
9 date the new member joins the SJVIA.

10 All expenses incidental to CONTRACTOR'S performance of services under
11 this Agreement shall be borne by CONTRACTOR.

12 6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

13 A. The parties to this Agreement shall be in strict conformance with all
14 applicable Federal and State of California laws and regulations, including but not limited to
15 Sections 5328, 10850, and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and
16 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), Section 56 et seq. of the
17 California Civil Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations,
18 and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to
19 Section 1320 D et seq. of Title 42, United States Code (USC) and its implementing regulations,
20 including, but not limited to Title 45, CFR, Parts 142, 160, 162, and 164, The Health Information
21 Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and
22 security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008
23 regarding the confidentiality of genetic information.

24 Except as otherwise provided in this Agreement, CONTRACTOR, as a
25 Business Associate of SJVIA, may use or disclose Protected Health Information (PHI) to perform
26 functions, activities or services for or on behalf of SJVIA, as specified in this Agreement, provided
27 that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act
28 (HIPAA), 42 USC 1320d et seq. The uses and disclosures of PHI may not be more expansive

1 than those applicable to SJVIA, as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR
2 164.500 et seq.), except as authorized for management, administrative or legal responsibilities of
3 the Business Associate.

4 As part of providing its services to the SJVIA under this Agreement,
5 CONTRACTOR may disclose PHI to other business associates of the SJVIA, and may use and
6 disclose PHI received from other business associates of the SJVIA as if this information was
7 received from, or originated with, the SJVIA. "Other business associates" of the SJVIA for
8 purposes of this paragraph are those persons or entities identified in writing by the SJVIA
9 Manager or Assistant Manager as authorized to receive or disclose PHI with CONTRACTOR.

10 B. CONTRACTOR, including its subcontractors and employees, shall
11 protect, from unauthorized access, use, or disclosure of names and other identifying information,
12 including genetic information, concerning persons receiving services pursuant to this Agreement,
13 except where permitted in order to carry out data aggregation purposes for health care operations
14 [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to
15 any and all persons receiving services pursuant to a SJVIA funded program. This requirement
16 applies to electronic PHI. CONTRACTOR shall not use such identifying information or genetic
17 information for any purpose other than carrying out CONTRACTOR's obligations under this
18 Agreement.

19 C. CONTRACTOR, including its subcontractors and employees, shall not
20 disclose any such identifying information or genetic information to any person or entity, except as
21 otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164
22 or other law, required by the Secretary, or authorized by the client/patient in writing. In using or
23 disclosing PHI that is permitted by this Agreement or authorized by law, CONTRACTOR shall
24 make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of
25 use, disclosure or request.

26 D. For purposes of the above sections, identifying information shall include,
27 but not be limited to name, identifying number, symbol, or other identifying particular assigned to
28 the individual, such as finger or voice print, or photograph.

1 E. For purposes of the above sections, genetic information shall include
2 genetic tests of family members of an individual or individual, manifestation of disease or disorder
3 of family members of an individual, or any request for or receipt of, genetic services by individual
4 or family members. Family member means a dependent or any person who is first, second, third,
5 or fourth degree relative.

6 F. CONTRACTOR shall provide access, at the request of SJVIA, and in the
7 time and manner designated by SJVIA, to PHI in a designated record set (as defined in 45 CFR
8 Section 164.501), to an individual or to SJVIA in order to meet the requirements of 45 CFR
9 Section 164.524 regarding access by individuals to their PHI. With respect to individual requests,
10 access shall be provided within thirty (30) days from request. Access may be extended if
11 CONTRACTOR cannot provide access and provides individual with the reasons for the delay and
12 the date when access may be granted. PHI shall be provided in the form and format requested by
13 the individual or SJVIA.

14 CONTRACTOR shall make any amendment(s) to PHI in a designated record
15 set at the request of SJVIA or individual, and in the time and manner designated by SJVIA in
16 accordance with 45 CFR Section 164.526.

17 CONTRACTOR shall provide to SJVIA or to an individual, in a time and
18 manner designated by SJVIA, information collected in accordance with 45 CFR Section 164.528,
19 to permit SJVIA to respond to a request by the individual for an accounting of disclosures of PHI in
20 accordance with 45 CFR Section 164.528.

21 G. CONTRACTOR shall report to SJVIA, in writing, any knowledge or
22 reasonable belief that there has been unauthorized access, viewing, use, disclosure, security
23 incident, or breach of unsecured PHI not permitted by this Agreement of which it becomes aware,
24 immediately and without reasonable delay and in no case later than two (2) business days of
25 discovery. Immediate notification shall be made to SJVIA's Privacy Officer within two (2) business
26 days of discovery. The notification shall include, to the extent possible, the identification of each
27 individual whose unsecured PHI has been, or is reasonably believed to have been, accessed,
28 acquired, used, disclosed, or breached. CONTRACTOR shall take prompt corrective action to

1 cure any deficiencies and any action pertaining to such unauthorized disclosure required by
2 applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such
3 breach and is responsible for all notifications required by law and regulation or deemed necessary
4 by SJVIA and shall provide a written report of the investigation and reporting required to SJVIA's
5 Privacy Officer. This written investigation and description of any reporting necessary shall be
6 postmarked within the thirty (30) working days of the discovery of the breach to the address below:

7 Rhonda Sjostrom
8 SJVIA Privacy Officer
9 2900 W. Burrel Ave.
10 Visalia, CA 93291

11 H. CONTRACTOR shall make its internal practices, books, and records
12 relating to the use and disclosure of PHI received from SJVIA, or created or received by the
13 CONTRACTOR on behalf of SJVIA, in compliance with HIPAA's Privacy Rule, including, but not
14 limited to the requirements set forth in Title 45, CFR, Parts 160 and 164. CONTRACTOR shall
15 make its internal practices, books, and records relating to the use and disclosure of PHI received
16 from SJVIA, or created or received by the CONTRACTOR on behalf of SJVIA, available to the
17 United States Department of Health and Human Services (Secretary) upon demand.

18 CONTRACTOR shall cooperate with the compliance and investigation reviews
19 conducted by the Secretary. PHI access to the Secretary must be provided during the
20 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any
21 time must be granted. Upon the Secretary's compliance or investigation review, if PHI is
22 unavailable to CONTRACTOR and in possession of a Subcontractor, it must certify efforts to
23 obtain the information to the Secretary.

24 I. Safeguards

25 CONTRACTOR shall implement administrative, physical, and technical
26 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that
27 reasonably and appropriately protects the confidentiality, integrity, and availability of PHI, including
28 electronic PHI, that it creates, receives, maintains or transmits on behalf of SJVIA and to prevent

1 unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this
2 Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential
3 risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI.

4 CONTRACTOR shall develop and maintain a written information privacy and security program
5 that includes administrative, technical and physical safeguards appropriate to the size and
6 complexity of CONTRACTOR's operations and the nature and scope of its activities. Upon
7 SJVIA's request, CONTRACTOR shall provide SJVIA with information concerning such
8 safeguards.

9 CONTRACTOR shall implement strong access controls and other security
10 safeguards and precautions in order to restrict logical and physical access to confidential,
11 personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions
12 shall include the following administrative and technical password controls for all systems used to
13 process or store confidential, personal, or sensitive data:

- 14 1. Passwords must **not** be:
 - 15 a. Shared or written down where they are accessible or
 - 16 recognizable by anyone else; such as taped to computer
 - 17 screens, stored under keyboards, or visible in a work area;
 - 18 b. A dictionary word; or
 - 19 c. Stored in clear text
- 20 2. Passwords must be:
 - 21 a. Eight (8) characters or more in length;
 - 22 b. Changed every ninety (90) days;
 - 23 c. Changed immediately if revealed or compromised; and
 - 24 d. Composed of characters from at least three (3) of the following
25 four (4) groups from the standard keyboard:
 - 26 1) Upper case letters (A-Z);
 - 27 2) Lowercase letters (a-z);
 - 28 3) Arabic numerals (0 through 9); and

1 4) Non-alphanumeric characters (punctuation symbols).

2 CONTRACTOR shall implement the following security controls on each
3 workstation or portable computing device (e.g., laptop computer) containing confidential,
4 personal, or sensitive data:

- 5 1. Network-based firewall and/or personal firewall;
- 6 2. Continuously updated anti-virus software; and
- 7 3. Patch management process including installation of all operating
8 system/software vendor security patches.

9 CONTRACTOR shall utilize a commercial encryption solution that has received
10 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable
11 electronic media (including, but not limited to, compact disks and thumb drives) and on portable
12 computing devices (including, but not limited to, laptop and notebook computers).

13 CONTRACTOR shall not transmit confidential, personal, or sensitive data via
14 e-mail or other internet transport protocol unless the data is encrypted by a solution that has been
15 validated by the National Institute of Standards and Technology (NIST) as conforming to the
16 Advanced Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate
17 sanctions against its employees who fail to comply with these safeguards. CONTRACTOR must
18 adopt procedures for terminating access to PHI when employment of employee ends.

19 J. Mitigation of Harmful Effects

20 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that
21 is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or
22 breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these
23 provisions. CONTRACTOR must document suspected or known harmful effects and the
24 outcome.

25 K. CONTRACTOR's Subcontractors

26 CONTRACTOR shall ensure that any of its contractors, including
27 subcontractors, if applicable, to whom CONTRACTOR provides PHI received from or created or
28 received by CONTRACTOR on behalf of SJVIA, agree to the same restrictions, safeguards, and

1 conditions that apply to CONTRACTOR with respect to such PHI and to incorporate, when
2 applicable, the relevant provisions of these provisions into each subcontract or sub-award to such
3 agents or subcontractors.

4 L. Employee Training and Discipline

5 CONTRACTOR shall train and use reasonable measures to ensure
6 compliance with the requirements of these provisions by employees who assist in the
7 performance of functions or activities on behalf of SJVIA under this Agreement and use or
8 disclose PHI and discipline such employees who intentionally violate any provisions of these
9 provisions, including termination of employment.

10 M. Termination for Cause

11 Upon SJVIA's knowledge of a material breach of these provisions by
12 CONTRACTOR, SJVIA shall either:

- 13 1. Provide an opportunity for CONTRACTOR to cure the breach or
14 end the violation and terminate this Agreement if CONTRACTOR does not cure the breach or end
15 the violation within the time specified by SJVIA; or
- 16 2. Immediately terminate this Agreement if CONTRACTOR has
17 breached a material term of these provisions and cure is not possible.
- 18 3. If neither cure nor termination is feasible, the SJVIA's Privacy
19 Officer shall report the violation to the Secretary of the U.S. Department of Health and Human
20 Services.

21 N. Judicial or Administrative Proceedings

22 SJVIA may terminate this Agreement in accordance with the terms and
23 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a
24 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or
25 (2) there is a finding or stipulation that the CONTRACTOR has violated a privacy or security
26 standard or requirement of the HITECH Act, HIPAA or other security or privacy laws in an
27 administrative or civil proceeding in which the CONTRACTOR is a party.

28 O. Effect of Termination

1 Upon termination or expiration of this Agreement for any reason,
2 CONTRACTOR shall return or destroy all PHI received from SJVIA (or created or received by
3 CONTRACTOR on behalf of SJVIA) that CONTRACTOR still maintains in any form, and shall
4 retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to
5 extend the protections of these provisions to such information, and limit further use of such PHI to
6 those purposes that make the return or destruction of such PHI infeasible. This provision shall
7 apply to PHI that is in the possession of subcontractors or agents, if applicable, of
8 CONTRACTOR. If CONTRACTOR destroys the PHI data, a certification of date and time of
9 destruction shall be provided to the SJVIA by CONTRACTOR.

10 P. Disclaimer

11 SJVIA makes no warranty or representation that compliance by
12 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
13 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
14 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will
15 be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is
16 solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

17 Q. Amendment

18 The parties acknowledge that Federal and State laws relating to electronic data
19 security and privacy are rapidly evolving and that amendment of these provisions may be required
20 to provide for procedures to ensure compliance with such developments. The parties specifically
21 agree to take such action as is necessary to amend this agreement in order to implement the
22 standards and requirements of HIPAA, the HIPAA regulations, the HITECH Act and other
23 applicable laws relating to the security or privacy of PHI. SJVIA may terminate this Agreement
24 upon thirty (30) days written notice in the event that CONTRACTOR does not enter into an
25 amendment providing assurances regarding the safeguarding of PHI that SJVIA in its sole
26 discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA
27 regulations and the HITECH Act.

28 R. No Third-Party Beneficiaries

1 Nothing express or implied in the terms and conditions of these provisions is
2 intended to confer, nor shall anything herein confer, upon any person other than SJVIA or
3 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
4 liabilities whatsoever.

5 S. Interpretation

6 The terms and conditions in these provisions shall be interpreted as broadly as
7 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State
8 laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be
9 resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA
10 regulations.

11 T. Regulatory References

12 A reference in the terms and conditions of these provisions to a section in the
13 HIPAA regulations means the section as in effect or as amended.

14 U. Survival

15 The respective rights and obligations of CONTRACTOR as stated in this
16 Section shall survive the termination or expiration of this Agreement.

17 V. No Waiver of Obligations

18 No change, waiver or discharge of any liability or obligation hereunder on any
19 one or more occasions shall be deemed a waiver of performance of any continuing or other
20 obligation, or shall prohibit enforcement of any obligation on any other occasion.

21
22 7. INDEPENDENT CONTRACTOR

23 In performance of the work, duties and obligations assumed by
24 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,
25 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be
26 acting and performing as an independent contractor, and shall act in an independent capacity and
27 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the SJVIA.
28 Furthermore, SJVIA shall have no right to control or supervise or direct the manner or method by

1 which CONTRACTOR shall perform its work and function. However, SJVIA shall retain the right to
2 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
3 accordance with the terms and conditions thereof.

4 CONTRACTOR and SJVIA shall comply with all applicable provisions of law
5 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
6 the subject thereof.

7 Because of its status as an independent contractor, CONTRACTOR shall have
8 absolutely no right to employment rights and benefits available to SJVIA members.

9 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
10 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
11 responsible and save SJVIA harmless from all matters relating to payment of CONTRACTOR'S
12 employees, including compliance with Social Security withholding and all other regulations
13 governing such matters. It is acknowledged that during the term of this Agreement,
14 CONTRACTOR may be providing services to others unrelated to the SJVIA or to this Agreement.

15 8. MODIFICATION

16 Any matters of this Agreement may be modified from time to time by the written
17 consent of all the parties without, in any way, affecting the remainder.

18 9. NON-ASSIGNMENT

19 Neither party shall assign, transfer or sub-contract this Agreement nor their
20 rights or duties under this Agreement without the prior written consent of the other party.

21 10. HOLD HARMLESS

22 CONTRACTOR agrees to indemnify, save, hold harmless, and at SJVIA's
23 request, defend the SJVIA, its officers, agents, and employees from any and all costs and
24 expenses, damages, liabilities, claims, and losses occurring or resulting to SJVIA in connection
25 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees
26 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and
27 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged
28 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees

1 under this Agreement.

2 11. INSURANCE

3 Without limiting the SJVIA's right to obtain indemnification from
4 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
5 force and effect, the following insurance policies or a program of self-insurance, including but not
6 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
7 term of the Agreement:

8 A. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than One
10 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
11 (\$2,000,000). This policy shall be issued on a per occurrence basis. SJVIA may require specific
12 coverages including completed operations, products liability, contractual liability, Explosion-
13 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary
14 because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits for bodily injury of
17 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
18 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
19 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
20 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
21 in connection with this Agreement.

22 C. Professional Liability

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
24 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
25 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
26 annual aggregate.

27 D. Worker's Compensation

28 A policy of Worker's Compensation insurance as may be required by the

1 California Labor Code.

2 CONTRACTOR shall obtain endorsements to the Commercial General Liability
3 insurance naming the SJVIA, its officers, agents, and employees, individually and collectively, as
4 additional insured, but only insofar as the operations under this Agreement are concerned. Such
5 coverage for additional insured shall apply as primary insurance and any other insurance, or
6 self-insurance, maintained by SJVIA, its officers, agents and employees shall be excess only and
7 not contributing with insurance provided under CONTRACTOR's policies herein. This insurance
8 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice
9 given to SJVIA.

10 Within Thirty (30) days from the date CONTRACTOR signs and executes this
11 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
12 above for all of the foregoing policies, as required herein, to the SJVIA, (**Rhonda Sjostrom,**
13 **SJVIA Manager, 2900 W. Burrel Ave., Visalia, CA 93291**), stating that such insurance coverage
14 have been obtained and are in full force; that the SJVIA, its officers, agents and employees will not
15 be responsible for any premiums on the policies; that such Commercial General Liability insurance
16 names the SJVIA, its officers, agents and employees, individually and collectively, as additional
17 insured, but only insofar as the operations under this Agreement are concerned; that such
18 coverage for additional insured shall apply as primary insurance and any other insurance, or
19 self-insurance, maintained by SJVIA, its officers, agents and employees, shall be excess only and
20 not contributing with insurance provided under CONTRACTOR's policies herein; and that this
21 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
22 written notice given to SJVIA.

23 In the event CONTRACTOR fails to keep in effect at all times insurance
24 coverage as herein provided, the SJVIA may, in addition to other remedies it may have, suspend
25 or terminate this Agreement upon the occurrence of such event.

26 All policies shall be issued by admitted insurers licensed to do business in the
27 State of California, and such insurance shall be purchased from companies possessing a current
28 A.M. Best, Inc. rating of A FSC VII or better.

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12. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as the SJVIA may deem necessary, make available to the SJVIA for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the SJVIA, permit the SJVIA to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

<u>SJVIA</u>	<u>CONTRACTOR</u>
Rhonda Siostrom, SJVIA Manager	Toney Chimienti, President
2900 W. Burrel Ave.	Chimienti & Associates Insurance Svcs.
Visalia, CA 93291	3400 W. Mineral King, Suite B
	Visalia, CA 93291

Any and all notices between the SJVIA and the CONTRACTOR provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

14. VENUE AND GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the

1 CONTRACTOR changes its status to operate as a corporation.

2 Members of the CONTRACTOR's Board of Directors shall disclose any self-
3 dealing transactions that they are a party to while CONTRACTOR is providing goods or
4 performing services under this agreement. A self-dealing transaction shall mean a transaction
5 to which the CONTRACTOR is a party and in which one or more of its directors has a material
6 financial interest. Members of the Board of Directors shall disclose any self-dealing
7 transactions that they are a party to by completing and signing a Self-Dealing Transaction
8 Disclosure Form and submitting it to the SJVIA prior to commencing with the self-dealing
9 transaction or immediately thereafter.

10 16. ENTIRE AGREEMENT

11 This Agreement constitutes the entire agreement between the CONTRACTOR
12 and SJVIA with respect to the subject matter hereof and supersedes all previous Agreement
13 negotiations, proposals, commitments, writings, advertisements, publications, and understanding
14 of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

SAN JOAQUIN VALLEY INSURANCE AUTHORITY

CHIMIENZI AND ASSOCIATES INSURANCE SERVICES





Deborah Poochigian, President

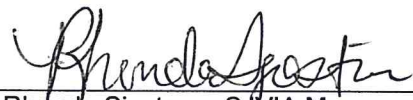
Toney Chimienti, President

SJVIA Board of Directors

DATE: 3/13/15

DATE: 1-17-15

REVIEWED & RECOMMENDED FOR APPROVAL



Rhonda Sjostrom, SJVIA Manager

CHIMIENTI & ASSOCIATES INSURANCE SERVICES

OUTLINE OF SERVICES

- **Year Round Services – County of Tulare**

- Monthly New Hire Orientation Meetings: Conducted at the County every other Monday.
- Coordinating New Hire Packets, supplies for Human Resources Dept.
- Monthly New Hire Enrollment Services are conducted at the County every other Tuesday:

Chimienti staff review with New Hires all the benefit options. Help an employee review their choices in health insurance and how selecting voluntary benefits, such as, the Nexstep Gap Plan can help enhance the higher deductible health plans, helping employees save money on their health insurance premiums. Medical FSA spending and dependent care are explained as to how it can help employees save money by pre-taxing dollars to use on out of pocket medical expenses and child care. As new hires, employees are offered life insurance and short term disability on a contingent guarantee issue basis, requiring only minimal health questions to be answered. The Chimienti representative also reviews all the other available plans, accident, cancer, critical illness and legal club. Election forms and appropriate applications are filled out and signed by the employees, which are given to the Chimienti representative to be submitted to carriers and Tulare County payroll.

- TCERA (Tulare County Employees Retirement Association): Pre-retirement Seminars scheduled monthly, for 30 minute Orientation Services.
- Troubleshooting on issues between Payroll, HR & Voluntary Benefit Carriers. We do regular audits between carrier bills and payroll reports.
- Provide claim forms and instruction on how to file claims with the various carriers.
- Provide direction on how to continue coverage once an employee leaves the County or goes out on LOA.
- Assist and handle all cancelation requests and change in coverage requests throughout the plan year, and communicate all changes to payroll.
- Collect premium checks directly from the County twice a month and FEDX to individual Carriers
- County's Annual Benefits Fair – onsite services and support.
- Process payments for voluntary products

- **Year Round Services - SJVIA**

- Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, Special Districts, FMLA, and Survivors. Reconcile individual categories of premiums to AdminDirect report for accuracy.
- Issue out proper compensation payments to Sub-Contractors for Benefit Eligibility System and Flex Administration.

- County Annual Benefits Fair – Section 125 plan support
- **Open Enrollment Services – County of Tulare**
 - Work with County HRD and Broker Consultant on Health Plan Renewals in correlation with our Agency's Voluntary Gap Insurance plan options for annual service.
 - Work with Hourglass Systems in setting up group in AdminDirect for new plan year enrollment via Self Serve and Agent Enrollment platform ~ electmybenefits.com
 - Coordinating data for set up between Hourglass Systems, County HRD/Benefits Consultant and Vendors for annual rework; Administrative Solutions Inc (ASI), Fidelity Life, Transamerica, American General, SIS/NexStep & Legal Club.
 - Training services onsite with County HRD and assigned County Assistants on the Self Serve Enrollment System.
 - Staff work with County HRD on Employee Communication pieces for Grapevine, mailers (if there are any applicable plan changes) and Employee Overview for Section 125 and Voluntary Benefits for Employee Packets.
 - CAIS Staff Support Team;
 - Laptop Set Up for Agent Assist Enrollment.
 - Employee Appointment Book – coordinating calls for appointment scheduling.
 - Employee Letters/Mailer (if there are plan changes).
 - Product ordering; Sec 125 and Voluntary Benefit brochures, applications, necessary forms and carrier give-aways.
 - Provide enroller's supplies; paper, printer ink, etc.
 - Provide enrollment Guide for onsite enrolling agents; Policies in force, ratesheets, etc.
 - Hire Licensed Agents for per diem enrollment services. Coordinate Per Diem Agent and Customer Service Staff Open Enrollment Training;
 - Applicable Plan Changes to the County's Health Plan Package.
 - Applicable Plan Changes under Section 125 Plans and Services.
 - Voluntary Insurance Plans and applicable changes.
 - Electmybenefits enrollment system (both Self Serve System for Customer Service Staff and Agent Enrollment System for Agent Enrolled).
 - Coordinating Agent and Customer Service Staff Open Enrollment Training;
 - Applicable Plan Changes to the County's Health Plan Package.
 - Applicable Plan Changes under Section 125 Plans and Services.
 - Voluntary Insurance Plans and applicable changes.
 - Electmybenefits enrollment system (both Self Serve System for Customer Service Staff and Agent Enrollment System for Agent Enrolled).
 - Work with County IT Department contacts on enrollment site internet access (Direct Port or Wireless).
 - Coordinating with IT Department on traveling to enrollment sites to test internet access on enrollment laptop/enrollment system.
 - Onsite enrollment management support

- **Open Enrollment Services –SJVIA**
 - CAIS support staff at data scrub, business processing, etc following enrollments.
 - Testing enrollment sites (both Self Serve and Agent Enroll) and troubleshooting errors/corrections with Hourglass Systems.
 - Chimienti Staff attend Annual Planning Meeting for OE planning. Coordinating on applicable dates for OE data payroll file for Health, Sec 125 & Voluntary.

- **County of Fresno Services**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, Special Districts, FMLA, and Survivors. Reconcile individual categories of premiums to AdminDirect report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Ceres Services**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Waterford**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Shafter**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Sanger**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of San Joaquin**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Gustine**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Wasco**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Farmersville**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Reedley**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

- **City of Riverbank**
 - Receive ACH fee deposits for Active Employees, Retirees, Cobra Participants, FMLA, and Survivors. Reconcile individual categories of premiums to Admin Direct report for accuracy.
 - Issue out proper fee compensation payments to Sub-Contractors for Benefit Eligibility System, Flex Administration, FMLA, and Cobra Administration.

AdminDirect (Hourglass)

County of Fresno

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to County end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Multiple eligibility/billing scheme management and closings
- Active and Retiree payroll deduction imports and premium applications
- Compile Bi-Weekly and Monthly Transmittal Worksheets and Accounting breakouts for Actives, Retirees, Special District, Cobras, FMLA
- Assist County with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Manual PGP Encryption and SFTP of All Files Uploaded/Downloaded - County won't allow the use of existing secure file transfer mechanism within AD.
- Manual Bi-Weekly Import of Payroll Eligibility Data File For Active Employees From PeopleSoft System Including Review Of Log File for discrepancies and distribution/notification of import. Process is stable, but still needs to be run manually and monitored for discrepancies each and every bi-weekly cycle.
- Manual Imports Of OnCycle/OffCycle deduction files for active employees including validation checking for bad/missing information prior to application of deposits
- Fulfill ad-hoc requests from County staff, ASI, and broker, i.e. custom queries, etc.
- Import Retiree Payroll Deductions into SQL tables and perform monthly comparisons to eligibility. Take query results and compile a change file for FCERA to send to State Street bank for retiree deduction processing. Process involves forwarding file to Benefits for review and any last minute adjustments that might need to be made, file then transferred back to Hourglass, Hourglass converts spreadsheet data into bank specific flat file format, bank formatted file sent back through County IT to Benefits Department.
- Modify AdminDirect benefit setups at renewal to comply with changes made by County for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by County.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to County and ASI.
- Input new plan year rates into AdminDirect rate tables.

- Coordinate and complete programming required to support new Carriers and/or benefit changes for EDI transmittals.

AdminDirect (Hourglass)

City of Ceres

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Ceres end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Ceres with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Ceres staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Ceres for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Ceres.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Ceres and ASI.
- Input new plan year rates into AdminDirect rate tables.
- Coordinate and complete programming required to support new Carriers and/or benefit changes for EDI transmittals. Ceres has asked to add their Non-SJVIA products in AdminDirect for centralized management.

AdminDirect (Hourglass)

City of Waterford

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Waterford end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives

- Assist Waterford with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Waterford staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Waterford for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Waterford.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Waterford and ASI.
- Input new plan year rates into AdminDirect rate tables.

Coordinate and complete programming required to support new Carriers and/or benefit changes for EDI

AdminDirect (Hourglass)

City of San Joaquin

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to San Joaquin end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist San Joaquin with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from San Joaquin staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by San Joaquin for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by San Joaquin.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Waterford and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Shafter

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Shafter end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Shafter with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Shafter staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Shafter for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Shafter.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Shafter and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Sanger

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Sanger end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Sanger with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Sanger staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Sanger for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Sanger.

- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Sanger and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Gustine

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Gustine end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Gustine with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Gustine staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Gustine for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Gustine.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Gustine and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Wasco

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Wasco end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings

- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Wasco with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Wasco staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Wasco for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Wasco.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Wasco and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Reedley

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Reedley end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Reedley with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Reedley staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Reedley for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Reedley.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Reedley and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Farmersville

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Farmersville end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Farmersville with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Farmersville staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Farmersville for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Farmersville.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Farmersville and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Newman

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Newman end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Newman with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Newman staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Newman for new plan years.

- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Newman.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Newman and ASI.
- Input new plan year rates into AdminDirect rate tables.

AdminDirect (Hourglass)

City of Riverbank

- Provide AdminDirect Benefits Management and Enrollment System Access - Self Service
- Provide system technical support to Newman end users.
- Produce Eligibility Electronic Data Interface (EDI) files to Carriers - Weekly Feeds
- Weekly COBRA data feed to ASI
- EDI Monitoring and Discrepancy Resolution with Carriers
- Eligibility/billing scheme management and closings
- Monthly Transmittal Worksheets and Accounting breakouts for Actives
- Assist Newman with reconciliation of member accounts and benefits that appear on accounting discrepancy reports
- Fulfill ad-hoc requests from Newman staff, ASI, and broker, i.e. custom queries, etc.
- Modify AdminDirect benefit setups at renewal to comply with changes made by Newman for new plan years.
- At plan year changes, complete any employee/dependent data migrations necessary within database to meet plan year changes made by Newman.
- Review rates provided by AJG, break down rates into component pieces necessary for completing bi-weekly and monthly accounting transmittals, work with AJG to verify rate breakouts are correct and approved for use, and provide copies of approved premiums and breakouts to Newman and ASI.
- Input new plan year rates into AdminDirect rate tables.

Administrative Services by ASI

County of Fresno

- Federal COBRA Administration
 - Daily administration of initial COBRA notice(as of April 2012)
 - Daily Administration of qualifying events
 - Status changes in AdminDirect – ASI manual check process from our files (fax, email,mail) to what we receive which can change at times
 - Payment posting in Admin Direct
 - Monitor FSA feeds from COF and AdminDirect to determine if FSA election is required
 - Special process for expediting elections COF requires
 - Two monthly audits done due to the change in activity between COF and what is reported by AdminDirect to ensure the correct letters are being generated (COBRA, FMLA, or Limited COBRA)
- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect
 - Status changes in AdminDirect
- Limited COBRA Administration
 - Manual transmitted report monthly depending on activity
 - Manually process of fees monthly based on the limited COBRA status
 - Preparation of custom letters for limited COBRA
- Family Medical Leave Act Billing and Collection Services
 - Billing services are provided bi-weekly
 - Daily adjustments with retro activity
 - FMLA research for compliance at request of COF
 - Payment posting in AdminDirect
 - ASI updates benefits once status change is done by COF
 - Monitor FSA feeds from COF and AdminDirect to determine if FSA plan to be continued outside COBRA
- Retiree Billing and Collection Services
 - Pull ACH from each individual's account
 - Post payment to AdminDirect
 - Post to reports
 - Report premiums monthly
 - Invoice retiree monthly
- Monthly Account Reconciliation Services for;
 - Federal COBRA
 - Cal COBRA
 - FMLA Billings
- Customer Service
 - Walk-in consulting with qualified beneficiaries at times
- Daily Communication between ASI and COF Staff
- Monthly audits for discrepancies from COF to AdminDirect to ASI
- COBRA consulting by request from COF staff
 - Review of attorney letters
 - Review of qualifying benefit letters

- Review of any disputing documentation from third parties
- Quarterly COF Meetings(as requested by COF)

Administrative Services by ASI County of Tulare

- Section 125 plan administration
 - Processing of claims
 - Customer service
 - Contribution reconciliation
 - Provide statements
- Consolidated billing monthly for
 - Kaiser
- Customer Service

Administrative Services by ASI City of Ceres

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events
 - Payments posting in AdminDirect
 - Status changes in AdminDirect
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month
- Full Section 125 Administration, including
 - Processing of claims weekly for mailing or direct deposit
 - Handle customer service calls regarding claims and questions
 - Contribution reconciliation and reporting to client member as requested by client
 - Provide quarterly statements to employees
 - Perform all legally required Discrimination Testing annually
 - Compliance over-view and Plan Document Updates and Amendments as needed

Administrative Services by ASI City of Waterford

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events

- Payment posting in AdminDirect
- Status changes in AdminDirect
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

Administrative Services by ASI City of Shafter

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect
 - Status changes in AdminDirect
- Generation of notices based on Admin Direct and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

Administrative Services by ASI City of Sanger

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect
 - Status changes in AdminDirect
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

Administrative Services by ASI City of San Joaquin

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect

- Status changes in AdminDirect
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

Administrative Services by ASI City of Gustine

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- Generation of notices based on Admin Direct and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

Administrative Services by ASI City of Wasco

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect
 - Status changes in AdminDirect
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month
- Full Section 125 Administration, including
 - Processing of claims weekly for mailing or direct deposit
 - Handle customer service calls regarding claims and questions
 - Contribution reconciliation and reporting to client member as requested by client
 - Provide quarterly statements to employees
 - Perform all legally required Discrimination Testing annually
 - Compliance over-view and Plan Document Updates and Amendments as needed

Administrative Services by ASI City of Farmersville

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices

- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect
 - Status changes in AdminDirect
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

**Administrative Services by ASI
City of Reedley**

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

**Administrative Services by ASI
City of Newman**

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect
 - Status changes in AdminDirect
- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month

**Administrative Services by ASI
City of Riverbank**

- COBRA Administration, including
 - Generation of all required COBRA notifications
 - Generation of some voluntary notifications as needed, such as; COBRA confirmation notice, payment coupons, and non-required termination notices
- California COBRA Administration
 - Daily administration of qualifying events
 - Payment posting in AdminDirect
 - Status changes in AdminDirect

- Generation of notices based on AdminDirect and manual notices sent by client(client request)
- Customer Service with qualified beneficiaries and client
- Monthly payments of COBRA premiums to the group. Process one check per month
- Full Section 125 Administration, including
 - Processing of claims weekly for mailing or direct deposit
 - Handle customer service calls regarding claims and questions
 - Contribution reconciliation and reporting to client member as requested by client
 - Provide quarterly statements to employees
 - Perform all legally required Discrimination Testing annually
 - Compliance over-view and Plan Document Updates and Amendments as needed