

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Public Risk Innovation, Solutions and Management (PRISM) hereinafter referred to as the "JOINT POWER AUTHORITY".

**WITNESSETH**

WHEREAS, Public Risk Innovation Solutions, a California Joint Powers Authority ("PRISM" or "JOINT POWER AUTHORITY"), specializing in member directed insurance risk sharing pools, originally formed by and for California counties in 1979 by the California State Association of Counties (CSAC); and,

WHEREAS, The County of Mendocino is a current member of PRISM, having executed the Joint Powers Authority Agreement on September 11, 1979; and

WHEREAS, Execution of the PRISM Joint Powers Authority Agreement allows the County of Mendocino to participate in any of PRISM's insurance risk sharing pools.

WHEREAS, in 2003, on behalf of all California Public Agencies, PRISM created the PRISMHealth and Employee Benefits Programs to provide members with a cost-effective alternative to their healthcare coverage options by using the shared risk pooling approach to create value and long term stability. PRISM secures the lowest possible fixed costs from premier carrier partners and combines similar risk profiles in a financially stable healthcare purchasing pool; and,

WHEREAS, The County of Mendocino wishes to become a member of the PRISMHealth Program for the purposes of purchasing a fully-funded healthcare plans and a member of the PRISM Employee Benefits Program for the purposes of purchasing a self-funded Dental Programs and fully-insured Basic Life and Accidental Death and Dismemberment (AD&D) Insurance and Supplement Life and AD&D Insurance; and

WHEREAS, PRISM agrees to accept the County of Mendocino Employee Health Benefits Plan into its program; and

WHEREAS, the COUNTY agrees to sign the Memorandum of Understanding for the PRISMHealth Program and the Memorandum of Understanding for the PRISM Dental Program, attached as Attachment 1 and Attachment 2, for an Agreement effective date of January 1, 2023; and

WHEREAS, COUNTY agrees to pay PRISM monthly premiums for PRISMHealth, PRISM Dental and Vision Service Plan (VSP) to be calculated Per Employee Per Month according to the plan type and dependent tier category elected by each employee, as outlined in Attachment 3, effective January 1, 2023; and

WHEREAS, PRISM will provide access to ancillary benefits of Basic Life and Accidental Death and Disability (AD&D) and Supplemental Life and AD&D insurance at pool negotiated pricing, attached as Attachments 4 and 6; and

WHEREAS, payment for the monthly premiums will be made directly to a PRISM contracted Third Party Administrator, Benefit Coordinators Corporation (BCC), who is authorized by PRISM to calculate and collect the premiums on their behalf; Administrative Service Agreement between BCC and CSAC-EIA, now known as PRISMHealth, is attached as Attachment 7; and

WHEREAS, upon approval of the PRISMHealth and Employee Benefits Committees that govern over the Programs, PRISM will provide the annual renewal with the subsequent years' Per Employee Per Month premiums for Medical, Dental, and Vision benefits provided to County employees, typically in the month of July.

NOW, THEREFORE it is agreed that COUNTY does hereby request membership in the PRISMHealth and Employee Benefits Programs by signing Attachment 1; Memorandum of Understanding PRISMHealth Program and Attachment 2; Memorandum of Understanding PRISM Dental Program to provide the Employee Health Benefits effective January 1, 2023.

|              |   |
|--------------|---|
| Attachment 1 | Memorandum of Understanding PRISMHealth Program               |
| Attachment 2 | Memorandum of Understanding PRISM Dental Program              |
| Attachment 3 | Monthly Health Plan Premiums – Medical, Dental & Vision       |
| Attachment 4 | Basic Life and AD&D – Lincoln Financial                       |
| Attachment 5 | Estimated Annual Premium – All Lines of Coverage              |
| Attachment 6 | Voluntary Life and AD&D Insurance – Lincoln Financial         |
| Attachment 7 | Administrative Services Agreement between PRISMHealth and BCC |
| Attachment 8 | Mendocino County ePayable Information                         |

The term of this Agreement requires a three (3) year commitment and shall be effective on January 1, 2023 and continue through December 31, 2025. Thereafter, the Agreement will automatically renew annually unless COUNTY gives PRISMHealth one hundred eighty (180) day notice of intent to withdraw from the pool.

The compensation payable to PRISMHealth hereunder is based on the number of employees enrolled in the plan and the level of dependent tier coverage each selects and as per Attachment 5 is estimated to be Seventeen Million, Eight Hundred Ninety-Four Thousand, Eight Hundred Seven Dollars (\$17,894,807) for calendar year 2023. Subsequent annual premiums to be determined every year in the month of July.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] **09/01/2022**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

Budget Unit: 0715

Line Item: 862239

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

COUNTY OF MENDOCINO

By: TW  
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

Date: 10/04/2022

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/04/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/04/2022

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 09/01/2022

JOINT POWER AUTHORITY:

By: [Signature]

Sidney DiDomenico  
Director of Employee Benefits

NAME AND ADDRESS OF JOINT POWER AUTHORITY:

PRISM

75 Iron Point Circle, Suite 200

Folsom, CA. 95630

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 09/01/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 09/01/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐ Exempt Pursuant to MCC Section: \_\_\_\_\_



## ATTACHMENT 1



Adopted: March 7, 2003

Amended: June 1, 2003

Amended: December 12, 2005

Amended: June 27, 2007

### MEMORANDUM OF UNDERSTANDING PRISMHEALTH PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between Public Risk Innovation, Solutions, and Management (hereafter “PRISM”) and the participating entities (hereafter “Members”) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the PRISMHealth Program (hereafter “Program”).
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used shall be as defined in Article 1 of the Joint Powers Agreement Creating PRISM (hereafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PURPOSE.** The Program is formed for the purpose of providing its Members with health insurance benefits in the most cost-effective manner possible.
4. **PROGRAM COMMITTEE.** There is hereby established a PRISMHealth Committee (hereinafter referred to as “Committee”) comprised of seven (7) members. Except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the Program and its Members, including, but not limited to, approval of new members, and premium/rate setting.

The Executive Committee of PRISM shall appoint the Committee members, to be selected from Members in the Program. One seat on the Committee shall be designated for a Public Entity representative appointed by the Executive Committee. If there are no Public Entity nominations from the Program membership for the Public Entity seat, the Executive Committee shall appoint the Committee member from counties participating in the Program.

If at any time there are less than seven (7) Members in the Program, then the number of members on the Committee shall equal the number of Members in the Program. Upon the Program having seven (7) or more members, the Committee membership shall be established as provided for herein.



The terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative, whose term shall be for one (1) year. The expiration dates of the two (2) year appointments shall be staggered, so that terms of no more than four (4) members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice-Chair.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws").

A majority of the members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided herein, all actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this agreement and implement its provisions.

Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

5. **PREMIUMS.** The Committee shall establish premiums for the Program. Members that will remit monthly premiums based upon rates established for each category of employee and the census of covered employees, dependents, and retirees.

Rates for each category of employee will be determined by the Committee, based upon advice from consultants and/or a consulting Benefits Actuary and insurance carriers. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of the Member, loss experience of all Members, and differences in benefits provided (plan design), if any.

Billing and eligibility determinations will be done by a third party administrator(s) selected by the Committee. Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All member entities will receive separate notification of any changes in due dates and/or penalty fees at least 30 days prior to effective date of change.

Notification of termination of benefits for a covered employee must be received by the 15<sup>th</sup> of the current month to terminate at the end of the month. Otherwise (i.e. notification after the 15<sup>th</sup>), termination will be as of the end of the following month.

6. **ASSESSMENTS.** Should the Program not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the determination and approval of the Committee in accordance the following:

Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.

If a dividend/assessment is declared, allocation will be based upon each Member's proportional share of total premium paid for the preceding 3 years. Members must be current participants to receive a dividend except upon termination of the Program and distribution of assets.

Members will be liable for assessments for 12 months following withdrawal from the Program.

Fund equity will be evaluated on a total program-wide basis as opposed to each year standing on its own.

7. **PERIOD OF COMMITMENT.** Any entity wishing to become a Member of the Program at its inception shall be required to agree to a commitment to remain in the Program for a period of at least three (3) years. Any entity which enters the Program after the date of its inception shall also be required to enter into a three (3) year commitment agreement; however, such Member may be released from such commitment if the Program's annual premium drops by 50% or more as compared to the premium in the Member's first year of participation.
8. **MAINTENANCE OF EFFORT.** The Program is designed to provide a total healthcare solution to all stakeholders of the Member including active and retired employees and dependents. Members are not permitted to reduce the amount contributed toward retiree health cost upon joining the Program. During the initial commitment period, Members must contribute the same or more toward the cost of retiree health coverage than was contributed immediately prior to becoming a Member.
9. **APPLICATION TO THE PROGRAM.** Any public entity that is a member of PRISM wishing to become a member of the Program shall make application to and be approved by the Committee in a manner prescribed by them.
10. **BENEFITS.** Benefits provided to Members' employees shall be as set forth in the Members' Plan Summary and as agreed upon between the Member and its recognized employee organizations as applicable.

11. **COVERAGE DOCUMENTS.** PRISM shall issue Members a Participation Agreement outlining the coverage provided, including terms and conditions of coverage. Except as otherwise provided herein, coverage documents are controlling with respect to the Program.
12. **PROGRAM FUNDING.** It is the intent of this Memorandum to provide for a fully funded Program by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
13. **CLAIMS ADMINISTRATION.** The Committee will authorize the retention of the services of a claims administrator to provide claims services for the Program.
14. **WITHDRAWAL.** Members shall notify the Program in writing of their intent to withdraw no later than one hundred and eighty (180) days prior to their actual termination date. The Member may rescind its notice of intent to withdraw unless otherwise barred by the applicable provisions of Article 20 of the Agreement.
15. **Late Payments.** Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.
16. **LIAISON WITH THE AUTHORITY.** Each Member shall maintain staff to act as liaison with PRISM and between the Member and PRISM's designated claims representative.
17. **DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the Agreement.
18. **ADMINISTRATION COSTS.** PRISM shall be entitled to assess annual administration costs associated with the Program as determined by the Committee and approved by the Executive Committee.
19. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
20. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
21. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and signature on the Memorandum by the Member's designated representative, or alternate, who shall have authority to execute this Memorandum.

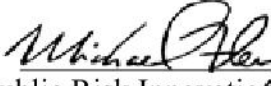


Any Member who fails or refuses to execute an amendment to this Memorandum shall be deemed to have withdrawn from the Program on the next annual renewal date that is beyond any commitment required by paragraph 5.

22. **EFFECTIVE DATE.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon approval by the Committee and the signing of this agreement by the Members and General Manager/Secretary/Treasurer of PRISM.
23. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**In Witness Whereof,** the undersigned have executed the Memorandum as of the date set forth below.

Dated: 6/27/07

  
Public Risk Innovation, Solutions, and Management  
Michael Fleming, Chief Executive Officer

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Member Entity: \_\_\_\_\_

“

## ATTACHMENT 2



Adopted: October 26, 2009  
Last Amended: April 9, 2019

### MEMORANDUM OF UNDERSTANDING DENTAL PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between the Public Risk Innovation, Solutions, and Management (hereinafter “PRISM”) and the participating members of the Dental Program (hereinafter “Members”) that are signatories to this Memorandum.

2. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the Dental Program (hereinafter “Program”).
3. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating PRISM (hereinafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
4. **PROGRAM COVERAGE SEGMENTS.** The Program is formed for the purpose of establishing dental coverage under the following Program coverage segments:
  - a. Self-Insured Segment
  - b. Fixed-Rate Preferred Provider Organization (PPO) Pooled Segment
  - c. Fully-Insured Dental Health Maintenance Organization (DHMO) Segment
5. **PROGRAM COMMITTEE.** The Employee Benefits Committee (hereinafter “Committee”) shall consist of nine (9) members. Except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the Program and its Members, including but not limited to, approval of new Members, premium/rate setting, addition of new Program segments and/or services, claims review, and amending the Memorandum. A majority of members of the Committee must be Members of the Program.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions. The Committee may delegate any or all of this authority as deemed appropriate.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws"). Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

6. **PREMIUM.** Participating Member rates/premiums shall be established by Delta Dental of California (hereinafter "Delta Dental") in consultation with the Program underwriters, actuaries, and the Committee. The participating Members, in accordance with the Program premium provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Program in which they participate. Premiums will vary based on Member segment participation, benefit plan coverage, Member employee/retiree participation, and claims experience.
7. **MEMBERSHIP.** Membership in the Program consists of participation in one or more of the following:
  - a A "Self-Insured" Member is defined as a Member who participates in the group purchase Program for administrative services only and is fully responsible for their own dental program; and/or
  - b A "Fixed-Rate PPO" Member is defined as a Member who joins the Program and is part of the self-insured Fixed-Rate PPO pool; and/or
  - c A "Fully-Insured DHMO" Member is defined as a Member who joins the Program and is part of the fully insured DHMO pool.
8. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. Participation in the Program may be in one or more of the following segments; the Self-Insured Pool, the Fixed-Rate PPO Pool, and/or the DHMO pool. A Member shall be entitled to participate in the Program until they have withdrawn in accordance with the provisions of paragraph 16 of this Memorandum.
9. **RENEWALS.** All Program renewal rate action will be approved by the Committee with assistance from Program underwriters, actuaries, and Delta Dental. FixedRate PPO Pool Members that have Legacy Premium Stabilization Funds (see paragraph 10.a.) may use those funds to offset renewal rate increases.



10. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to the effective date of any such change.
- Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Committee, any Member that fails to pay an invoice when due and as billed may be given a ten (10) day written notice of cancellation.
11. **PREMIUM STABILIZATION FUNDS.** Premium Stabilization Funds as set forth apply only to Fixed-Rate PPO segment Members.
- a. **Legacy Premium Stabilization Fund.** Delta Dental Members who are fully insured with Delta Dental are required to have their stabilization funds (if any) transferred to PRISM upon entry into the Fixed-Rate PPO Program segment. These funds will be accounted for individually for the Member's use. The Member may use their Legacy Premium Stabilization Funds to buy down their renewal or request a full disbursement from PRISM. If the Member leaves the Program with a fund balance remaining, those funds remain in the Program and the Member has no equity rights to those funds
- b. **Program Premium Stabilization Fund.** The Program Stabilization Fund shall consist of accumulated excess reserves (in excess of the required Incurred But Not Reported (IBNR) and Claims Fluctuation Margin (CFM) requirements) generated by the Program with all years combined on a go forward basis. The Committee shall have authority to determine the use of these funds. These funds are not Member specific and they are separate from the Legacy Premium Stabilization Funds.
12. **STABILIZATION INTEREST.** Interest generated by both premium stabilization funds are available for the Committee to use for any purpose, including administrative fees, rate offsets, or claim payments.
13. **DIVIDENDS AND ASSESSMENTS (Applicable to Fixed-Rate PPO Members Only).** Should the Fixed-Rate PPO Program segment not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
- a. Any dividends or assessments shall be based upon the preceding three (3) years' of percentage of contributions for losses for Fixed-Rate PPO Pooled Members only.

- b. Self-Insured and DHMO segments are not eligible for dividends or assessments.
14. **APPROVAL OF NEW MEMBERS – APPLICATION TO THE PROGRAM.** Any public entity wishing to become a Member of the Program shall make application to and be approved by a majority vote of the Committee in a manner prescribed by them. The Committee has developed underwriting guidelines that outline specific criteria for accepting new Members. Program underwriting guidelines are available by request to PRISM.
15. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by Delta Dental to each individual Member. Coverage shall be governed in accordance with these documents. Any changes to the benefits, as determined by the Member, are subject to Delta Dental, Committee, actuarial, and/or other consultants' pricing requirements.
16. **CLAIMS ADMINISTRATION.** The Committee shall authorize the retention of the services of Delta Dental to provide claims services for the Program.
17. **WITHDRAWAL.** Withdrawal of a Member from the Program shall be as follows:
- Fixed-Rate PPO and DHMO Pool Members. After becoming a participant in the Program, a Fixed-Rate PPO and/or DHMO Pool Member may withdraw from the Program at the end of a policy year only if they provide PRISM with sixty (60) days written notice prior to the end of the policy year.
  - Self-Insured Member. After becoming a participant in the Program, a Self-Insured Member may withdraw from the Program at the end of their specific policy year by giving PRISM sixty (60) days written notice prior to the end of their specific policy year.
18. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as a liaison with PRISM and Delta Dental and between the Member and PRISM's and Delta Dental's designated representative.
19. **RESOLUTION OF DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the "Agreement."
20. **ADMINISTRATION COSTS.** PRISM shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the

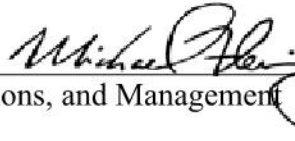
Program shall be determined through PRISM's budget process. The source of the funds for the Program will be administrative charges, interest earnings, or a combination of both.

21. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
22. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
23. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee upon ninety (90) days advance written notice of the proposed amendments to the Members and county counsels. Each Member shall approve of any amendment by signature on the Memorandum by a Member's designated representative, or alternate, who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the Member will be deemed to have withdrawn from the Program on the next annual renewal date.
24. **EFFECTIVE DATE OF AGREEMENT.** This Memorandum shall become effective on the first effective date of coverage for the Member, or upon approval by the Employee Benefits Committee of any amendment, whichever is later.
25. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF,** the undersigned have executed the Memorandum as of the date set forth below.

Dated: 4/9/19

Public Risk Innovation, Solutions, and Management  
Fleming, Chief Executive Officer



Michael

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Member Entity



## ATTACHMENT 3

### Monthly Health Plan Premiums

#### Medical, Dental and Vision Benefits

The County shall pay to Benefit Coordinators Corporation, the Third Party Administrator contracted by PRISMHealth, a weekly or monthly premium calculated Per Employee Per Month according to the plan type (1 or 2) and the category of coverage the employee is enrolled in. Medical and Vision Insurance benefit premiums to be invoiced monthly. Dental benefits are self-funded and claims will be invoiced weekly.

| <b>PRISMHealth Plan Monthly Premiums</b> |            |
|--|------------|
| <b>Effective January 1, 2023</b>         |            |
| <b>PLAN 1</b>                            |            |
| Employee Only                            | \$1,502.71 |
| Employee & Spouse                        | \$3,298.62 |
| Employee & Child(ren)                    | \$2,614.89 |
| Employee, Spouse & Child(ren)            | \$4,482.26 |
| Employee & Domestic Partner              | \$3,298.62 |
| Employee, Child(ren) & Domestic Partner  | \$4,482.26 |
|  |            |
| <b>PLAN 2</b>                            |            |
| Employee Only                            | \$943.71   |
| Employee & Spouse                        | \$2,110.62 |
| Employee & Child(ren)                    | \$1,678.89 |
| Employee, Spouse & Child(ren)            | \$2,893.26 |
| Employee & Domestic Partner              | \$2,110.62 |
| Employee, Child(ren) & Domestic Partner  | \$2,893.26 |

## ATTACHMENT 4

### Basic Life and AD&D Insurance

The Basic Life and AD&D Insurance premium is calculated Per Employee Per Month (PEPM). The benefit amount is based on the employee's bargaining unit:

| Basic Life<br>Effective: January 1, 2023 |  |     |                       |    |     |            |    |
|--|--|-----|-----------------------|----|-----|------------|----|
| Basic Life and AD&D<br>Plan Benefits     | Lincoln<br>PRISM   |     |                       |    |     |            |    |
| Eligibility:                             | All Full-time and Part-time Active Employees who are members of the following working at least 16 hours weekly                                   |     |                       |    |     |            |    |
| Class 1                                  | Management Association, MCACE, SEIU, or MCPEA  |     |                       |    |     |            |    |
| Class 2                                  | Department Heads and Elected Officials, DSA, MCLEMA, MCPAA, and Non-Union  |     |                       |    |     |            |    |
| <b>Life Benefits:</b>                    |  |     |                       |    |     |            |    |
| Class 1                                  | \$20,000   |     |                       |    |     |            |    |
| Class 2                                  | \$50,000   |     |                       |    |     |            |    |
| AD&D Benefits                            | Same as Life   |     |                       |    |     |            |    |
| Benefit Reduction Formula                | <table> <tr> <th>Age</th><th>% of Original Benefit</th></tr> <tr> <td>75</td><td>50%</td></tr> <tr> <td>Retirement</td><td>0%</td></tr> </table> | Age | % of Original Benefit | 75 | 50% | Retirement | 0% |
| Age                                      | % of Original Benefit  |     |                       |    |     |            |    |
| 75                                       | 50%  |     |                       |    |     |            |    |
| Retirement                               | 0%   |     |                       |    |     |            |    |
| Accelerated Death Benefit                | 80% of Life Benefit, up to \$500k  |     |                       |    |     |            |    |
| Waiver of Premium                        | Included   |     |                       |    |     |            |    |
| Seat Belt Provision (AD&D)               | 10% of AD&D Benefit, up to \$10k   |     |                       |    |     |            |    |
| Air Bag Provision (AD&D)                 | 5% of AD&D Benefit, up to \$5k   |     |                       |    |     |            |    |
| Repatriation Benefit                     | Included   |     |                       |    |     |            |    |
| <b>RATE GUARANTEE</b>                    | <b>1 Year to Next PRISM Renewal<br/>(1/1/23 - 12/31/23)</b>  |     |                       |    |     |            |    |
| <b>MONTHLY RATES</b>                     | <b>PRISM</b>   |     |                       |    |     |            |    |
| Insurance Volume                         | \$28,550,000   |     |                       |    |     |            |    |
| Basic Life Rate per \$1,000              | \$0.050  |     |                       |    |     |            |    |
| Basic AD&D Rate per \$1,000              | \$0.015  |     |                       |    |     |            |    |
| Combined Rate                            | \$0.065  |     |                       |    |     |            |    |
| <b>MONTHLY PREMIUM</b>                   | <b>\$1,856</b>   |     |                       |    |     |            |    |
| <b>ANNUAL PREMIUM</b>                    | <b>\$22,269</b>  |     |                       |    |     |            |    |

## ATTACHMENT 5

### Estimated Annual PRISM Premiums – All Lines of Coverage

| Mendocino County<br>Financial Overview<br>New Plans Effective: January 1, 2023 |                              |
|--|------------------------------|
| Line of Coverage   | PRISM Option                 |
| Medical PPO - Plan 1 - Anthem (PRISM Health)                                   | PRISM Plan 1<br>\$639,636    |
| Medical PPO Plan 2 - Anthem (PRISMHealth)                                      | PRISM Plan 2<br>\$16,462,596 |
| Dental PPO - Delta Dental (PRISM Dental)                                       | PRISM SF Option<br>\$716,869 |
| Vision - VSP (Direct)  | \$53,437                     |
| Basic Life and AD&D - Lincoln Financial (PRISM)                                | PRISM Lincoln<br>\$22,269    |
| <b>TOTAL ANNUAL PREMIUM</b>  | <b>\$17,894,807</b>          |



## ATTACHMENT 6

### Voluntary Life and AD&D Insurance

#### Lincoln Financial Group

The monthly Voluntary Supplemental Insurance premium is based on the employee's age and amount of coverage elected for self, spouse and dependents.

Lincoln Financial Group agrees to accept group at current rates for existing Grandfathered Life only plans, all existing Grandfathered AD&D plans, and all existing Life plans with matching AD&D. Lincoln Financial Group agrees to match current Life and AD&D rates for new enrollments effective January 1, 2023.

#### Voluntary Life

Effective: January 1, 2023

| Voluntary Life<br>Plan Benefits          | Lincoln<br>PRISM   |
|--|--|
| Eligibility                              | All Full-time and Part-time Active Employees who are members of the following working at least 16 hours weekly |
| <b>Employee Life Benefit</b>             |  |
| Maximum                                  | \$500,000 (Not to exceed 5 times annual earnings)<br>Age 70 and over, maximum coverage is \$50k                |
| Minimum                                  | \$10,000   |
| Increments of:                           | \$10,000   |
| Guaranteed Issue Amount                  | The lesser of \$200,000 or 5 times Your annual Earnings  |
| <b>Spouse Life Benefit</b>               |  |
| Maximum                                  | The lesser of \$250,000 or 100% of the Employee's Election   |
| Minimum                                  | \$5,000  |
| Increments of:                           | \$5,000  |
| Guaranteed Issue Amount                  | \$30,000   |
| <b>Dependent Child(ren) Life Benefit</b> |  |
| Maximum                                  | \$10,000   |
| Minimum                                  | \$2,000  |
| Increments of:                           | \$2,000  |

|                            |
|----------------------------|
| Guaranteed Issue Amount    |
|                            |
| AD&D Benefit               |
|                            |
| Benefit Reduction Schedule |
|                            |
| Waiver of Premium          |
| Conversion                 |

| \$10,000                       |                       |
|--------------------------------|-----------------------|
|                                |                       |
| Same as Voluntary Life Benefit |                       |
|                                |                       |
| Age                            | % of Original Benefit |
| 65                             | 65%                   |
| 70                             | 50%                   |
| Retirement                     | 0%                    |
| Included                       |                       |
| Included                       |                       |

| RATE GUARANTEE                           |  |
|--|--|
| MONTHLY RATES                            |  |
| Voluntary Life - Rates per \$1,000       |  |
| Under age 20                             |  |
| Age 20-24                                |  |
| Age 25-29                                |  |
| Age 30-34                                |  |
| Age 35-39                                |  |
| Age 40-44                                |  |
| Age 45-49                                |  |
| Age 50-54                                |  |
| Age 55-59                                |  |
| Age 60-64                                |  |
| Age 65-69                                |  |
| Age 70-74                                |  |
| Age 75+                                  |  |
|  |  |
| Dependent Child(ren) - Rates per \$1,000 |  |
| Voluntary AD&D - Rates per \$1,000       |  |
| Employee                                 |  |
| Spouse                                   |  |
| Child                                    |  |
|  |  |

| 1 Year to Next PRISM Renewal<br>(1/1/23 - 12/31/23) |         |
|---|---------|
| PRISM   |         |
| Employee  | Spouse  |
| \$0.102   | \$0.082 |
| \$0.102   | \$0.082 |
| \$0.108   | \$0.086 |
| \$0.126   | \$0.106 |
| \$0.152   | \$0.122 |
| \$0.224   | \$0.180 |
| \$0.360   | \$0.286 |
| \$0.600   | \$0.478 |
| \$0.892   | \$0.684 |
| \$1.342   | \$1.116 |
| \$1.922   | \$1.578 |
| \$2.060   | \$2.060 |
| \$2.060   | \$2.060 |
|   |         |
| \$0.140   |         |
|   |         |
| \$0.030   |         |
| \$0.030   |         |
| \$0.030   |         |
|   |         |

## ATTACHMENT 7

### ADMINISTRATIVE SERVICES AGREEMENT (CSAC-EIA - BENEFIT COORDINATORS CORPORATION (BCC))

THIS ADMINISTRATIVE SERVICES AGREEMENT is made on June 2, 2011 effective September 1, 2007 by and between the CSAC-EIA, a public employer of the State of California (hereinafter "CSAC-EIA"), and BENEFIT COORDINATORS CORPORATION (25-1453488), whose principal place of doing business is located at 100 Ryan Court, Ste. 200, Pittsburgh, PA 15205 (hereinafter "Provider").

#### WITNESSETH:

WHEREAS, the Board of Directors of the CSAC-EIA has established a need for an Internet based Employee Benefits Eligibility Administration System including a cafeteria plan and flexible spending plan services under Internal Revenue Code (hereinafter "IRC") section 125 generally known as FLEX and, for its Eligible Employees as defined therein. FLEX includes Medical Expense Reimbursement Account Plans under IRC Section 105 ("MERA" and "MERA I"), Dependent Care Assistance Programs under IRC section 129 ("DCAP" and "DCAP I"), and Accident and Health Plan Premium Programs under IRC section 106 ("AHPPP" and "AHPPPT"); and

WHEREAS, the CSAC-EIA members have also established salary reduction plans for its Eligible Employees as defined therein which includes Medical Expense Reimbursement Account Plans under IRC Section 105 ("MERA" and "MERA I"), Dependent Care Assistance Programs under IRC section 129 ("DCAP" and "DCAP I"), and Accident and Health Plan Premium Programs under IRC section 106 ("AHPPP" and "AHPPPT"); and

WHEREAS, for the convenience of this Agreement, all of the above described plans are sometimes collectively referred to herein as the "PLAN" or "FLEX Plans"; and

WHEREAS, CSAC-EIA members authorize CSAC-EIA to contract for special services with persons qualified, experienced and competent to perform the special services required herein; and

WHEREAS, the CSAC-EIA has determined that Provider possesses such special skills; and

WHEREAS, Provider will comply with regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and such other statutes, rules and regulations governing medical privacy; and

WHEREAS, Provider agrees to provide such services in accord with the terms and conditions more particularly described hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CSAC-EIA and Provider hereby agree as follows:

#### 1. TERM

Except as otherwise provided herein, this agreement is effective September 1, 2007, and shall continue until either CSAC EIA or BCC decide to end the contractual relationship.

## 2. TERMINATION

Notwithstanding the foregoing, CSAC-EIA reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Provider will be given thirty (30) days written notice in the event such an action is required by the CSAC-EIA.

Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, with or without cause, at any time following ninety (90) days advance written notice to the other party.

## 3. AUDIT, INSPECTION AND RETENTION OF RECORDS

Provider agrees to maintain and make available to CSAC-EIA participating members accurate books and records relative to all its activities under this Agreement. Provider shall permit CSAC-EIA participating members to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records, personnel or other data related to all other matters covered by this Agreement. Provider shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as are conferred upon CSAC-EIA members herein.

## 4. SERVICES PROVIDED BY PROVIDER

### 4.1 Systems and services provided to CSAC-EIA members

- a) Benefits management system.
- b) Electronic data interface (EDI) system.
- c) Benefits enrollment system(s).
- d) Single source billing service.
- e) COBRA administration, including initial notice service.
- f) Flexible spending account administration.
- g) Retiree and LOA direct billing service for CSAC-EIA benefit plans.

Participating CSAC-EIA members may pick and choose which of the available systems and services they wish implemented for their entity. The benefits enrollment, single source billing, and EDI systems are only available if the benefits management system has been implemented.

#### 4.1.1 Benefits management system

- a) Maintains eligible employee data.
- b) Tracks dependent data with relationship links to primary employee record.
- c) Stores company benefit plan rules including eligibility restrictions, waiting periods, volume and age calculation frequencies, etc.
- d) Maintains benefit plan coverage and rate history.
- e) Provides benefit plan filtering to designated divisions and/or employee classes.



- f) Tracks benefits elected by employees and the family members covered.
- g) Benefit plan rate and coverage calculation engine.
- h) Benefit accounting and billing system.
- i) Payroll deduction tracking and payroll discrepancy reporting.
- j) Standard reporting system including various census, discrepancy, enrollment, and audit reports.
- k) Maintains history logs of changes made to member records, billing records, and coverage records.

CSAC-EIA members will be responsible for the following activities:

- a) CSAC-EIA members are solely responsible for the data input and data maintenance of all information, including employee demographic and benefits plan data they maintain. CSAC-EIA members are solely responsible for the accuracy and integrity of its data.

#### 4.1.2 Electronic data interface (EDI) system

- a) Capable of exporting various eligibility file formats, including HIPAA 834
- b) Export encryption using PGP
- c) Export transfers available through file push via FTP or carrier pickup via FTP
- d) Exports can be manually run or scheduled to run automatically on certain days of the week.
- e) EDI system has email capabilities for client notification of export batch completion or failure.

#### 4.1.3 Benefits enrollment system(s)

- a) Employee self-service enrollment
- b) Agent assisted enrollment
- c) Employee personal user name and password creation
- d) Terms of Use notice on system entry.
- e) Live updated benefits summary, i.e. updates as benefit elections are made
- f) Provides access to forms, literature, and other benefit documents.
- g) Add or remove benefit coverage.
- h) Add or remove family members for coverage.

#### 4.1.4 Single source billing service

- a) Close monthly billing cycles for CSAC-EIA benefits.
- b) Prepare billing(s) and provide to CSAC-EIA member.
- c) Collect funds from CSAC-EIA member through ACH transfer or check.
- d) Pay individual carriers and providers.
- e) Reconcile funds and report to CSAC-EIA and CSAC-EIA member for each monthly cycle.

CSAC-EIA members will be responsible for the following activities:

- a) Premiums must be paid "as billed".

#### 4.1.5 COBRA administration

- a) Administration of Mandatory Notices Required under COBRA
- b) COBRA Tracking
- c) COBRA Letters Regarding Late Payments and/or Termination of COBRA.
- d) Process Enrollment/Change/Termination Forms to Facilitate the Administration.
- e) Provide Annual Notices Regarding Rate Changes/Plan Changes
- f) COBRA Training and Support as needed for clients within the EIAHealth JPA
- g) Provide COBRA Updates to Employers
- h) Perform Monthly Billing and Premium Collection

CSAC-EIA members will be responsible for the following activities:

- a) Secure legal review from its legal counsel of all applicable COBRA requirements.
- b) Notify Provider of all COBRA events in a timely manner as required by law.
- c) Provide Provider with all plans subject to COBRA and their applicable rates.
- d) Provide Provider with any and all changes with plans subject to COBRA and all participants.
- e) If transferring from a different administrator, providing all information regarding current COBRA activities and COBRA participants.
- f) Notify Provider of all new hires and terminations in a timely manner as required by law.
- g) Pay COBRA bill as billed.

#### 4.1.6 Flexible spending account (FSA) administration

- a) Annual administration of unreimbursed medical and dependent care flexible spending accounts.
- b) Weekly claims reimbursement processing.
- c) Reimbursements to participants via check or direct deposit.
- d) Optional debit card available, requires additional fee.
- e) Account status report with each reimbursement check or statement.
- f) Account statement to participants. (Statements sent per BCC normal practice.)
- g) Plan document preparation and maintenance.

CSAC-EIA members will be responsible for the following activities:

- a) Secure legal review from its legal counsel of all applicable Section 125 requirements.
- b) Provide Provider with any and all changes to FSA plan elections.
- c) If transferring from a different administrator, providing all information regarding current FSA activities and FSA participants, to include a copy of the current plan document to Provider.
- d) Notify Provider of all new hires and terminations in a timely manner.

#### 4.1.7 Retiree and LOA direct billing service for CSAC-EIA benefit plans.

As necessary, billing retirees and active employees on a leave of absence directly for the cost of their CSAC-EIA benefit plans. Billing service shall be for the full amount of the premium due for each benefit plan enrolled where the member is not able to be billed on the normal group

billing. Billing service is not for the collection of partial premiums and/or contributions to benefit plans where the balance of the premium is being paid for by the CSAC-EIA member entity.

CSAC-EIA members will be responsible for the following activities:

To be coordinated with each CSAC-EIA member to meet their needs and operations.

## 5. COMPENSATION

Services provided by Provider, under Article 4 inclusive of all Sections through and including Section 4.5.8 shall be performed at the following costs:

Effective September 1, 2007, the monthly access fee shall be \$7.00 per month per billable employee/retiree enrolled in the EIAHealth Program.

Effective September 1, 2007, the monthly access fee shall be \$.50 per month per billable employee/retiree enrolled in any Medical Plan (EIAHealth or non-EIAHealth) when additional employee benefit programs (i.e. vision, dental, life, etc.) are being administered.

Effective September 1, 2007, the monthly access fee shall be \$7.00 per month per billable employee/retiree enrolled in non-EIAHealth medical plans and billed directly to the Member employer or JPA.

The TPA may add a fee equal to 2% of premium for all COBRA enrollees and retain these fees. No other cobra administration fees assessed for EIAHealth enrollment.

Effective September 1, 2007, the monthly access fee shall be \$0 per month per billable employee enrolled in Section 125 Medical Expense Reimbursement Account Plans, and Dependent Care Assistance Programs.

Effective September 1, 2007, the monthly access fee shall be \$0 per month per billable retiree for both Retiree billing and enrollment.

## 6. OWNERSHIP OF DATA

All data delivered by the participating CSAC-EIA members to Provider, or which is created by either party for the CSAC-EIA member in connection with the performance of this Agreement shall be the exclusive property of the CSAC-EIA member. Provider shall be the custodian of such data and shall immediately make such data available to the CSAC-EIA member upon request during normal working hours. Provider shall return all personnel/payroll raw data collected or generated in connection with the performance of this Agreement within sixty (60) days of the termination of this Agreement and shall not access said data for any purpose other than in connection with the performance of this Agreement.

## 7. CONFIDENTIALITY

7.1 All data, programs and other materials provided to Provider by the CSAC-EIA, Eligible

Employees and/or Participants in connection with this Agreement shall be deemed confidential as to the CSAC-EIA and/or such Eligible Employees and/or Participants. Neither Provider, its officers, agents nor employees shall disclose such data to any third party without the express prior written consent of the CSAC-EIA or participating member, the affected Eligible Employees and/or Participants.

Provider shall protect confidential information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this section shall continue to survive.

The CSAC-EIA members agree to provide Provider (or its authorized agent), personnel/payroll information including, but not limited to, employee's names, addresses, phone numbers, salary, certain pay deductions and other personnel/payroll database information on all of its PLAN eligible employees for the sole and exclusive purpose of conducting automated enrollment for employer.

Provider agrees to keep in confidence all personnel/payroll information provided by CSAC-EIA and/or its members.

Any employees or agents of Provider who are trained to complete enrollments are instructed as to the confidentiality of the employees' personnel/payroll information, and will not use the information except for the enrollment process. Furthermore, each agent will not access this information without the employee's permission to do so for the purpose of preparing a benefit illustration for the employee. Any employee who requests a benefit illustration when meeting with an agent shall be requested to provide his/her employee identification number or social security number to allow Provider to access his/her personnel/payroll information.

## 8. CSAC-EIA RESPONSIBILITIES

The CSAC-EIA and/or its members shall, with respect to the PLAN:

- 8.1 Be solely responsible for compliance with the Internal Revenue Code and other federal, State or local laws, including;
  - 8.1.1 The PLAN documents; and
  - 8.1.2 The payroll tax administration associated with the PLAN, including withholding any and all required federal, state or local income tax ;
- 8.2 Furnish Provider with a copy of the PLAN and all amendments thereto, which are on file, during the term hereof;
- 8.3 Determine employee eligibility and allow only Eligible Employees to participate in the PLAN; and
- 8.4 Remit to Provider, through Eligible Employee salary reduction agreements, all AHPPI and AHPPI premiums.



9. **CONFLICT OF INTEREST.** Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Provider.

9. INDEPENDENT CONTRACTOR

In the performance of the services under this Agreement, Provider shall be, and acknowledges that Provider is in fact and law, an independent contractor and not an agent or employee of CSAC-EIA. Provider has and retains the right to exercise full supervision and control over the manner and methods of providing services to CSAC-EIA under this Agreement. Provider retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Provider in the provision of services under this Agreement. With respect to Provider's employees, if any, Provider shall be solely responsible for payment of wages, benefits and compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all laws regulating employment.

10. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Provider agrees to indemnify, defend and hold harmless CSAC-EIA, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, including attorneys fees, of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Provider or Provider's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of CSAC-EIA; and workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Provider by any person or entity.

CSAC-EIA agrees to indemnify, defend, and hold harmless the Provider or Provider's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, including attorneys fees, of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CSAC EIA, board members, elected and appointed officials and officers, employees, and authorized representatives.. Without limiting the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Provider; and workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CSAC-EIA by any person or entity.

If any claim is asserted or action or proceeding brought against CSAC-EIA which alleges that all or any part of the services or products in the form supplied by Provider, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, CSAC-EIA shall give Provider written notice thereof. Provider shall defend any such claim or action with reasonable attorney's fees and damages actually incurred by CSAC-EIA in connection therewith, including steps CSAC-EIA may take to avoid entry of any

default judgment or other waiver of CSAC-EIA rights. CSAC-EIA shall cooperate fully with and may monitor Provider in the defense of any claim, action or proceeding and will make employees available as Provider may reasonably request with regard to such defense.

This indemnity does not extend to modifications or additions to the services or products made by CSAC-EIA or any third party without written consent of Provider, or to any unauthorized use of the services or products by CSAC-EIA.

If the services or products are, in Provider's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part of all of the services or products, Provider shall within one hundred twenty (120) days:

- 10.1 Promptly replace the services or products with compatible, functionally equivalent and non-infringing services or products;
- 10.2 Promptly modify the services or products to make them non-infringing without materially impairing CSAC-EIA's ability to use the services or products as intended;
- 10.3 Promptly procure the right of CSAC-EIA to continue using the services or products.

## 11. INSURANCE

Provider, in order to protect CSAC-EIA and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Provider's actions in connection with the performance of Provider's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Provider shall not perform any work under this Agreement until Provider has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the CSAC-EIA. Provider shall pay any deductibles and self-insured retentions under all required insurance policies.

- 11.1 Workers' Compensation and Employers Liability Insurance Requirement -- Provider shall submit written proof that Provider is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

In signing this Agreement, Provider makes the following certification, required by section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

Provider shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Provider. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Provider

shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- 11.2 Provider shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

11.2.1 Liability Insurance Requirements:

Provider shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Provider's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- (b) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

- 11.2.2 If any of the insurance coverages required under this Agreement is written on a claims-made basis, Provider, at Provider's option, shall either (i) maintain said coverage for at least two (2) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this Agreement.

- 11.2.3 Prior to Provider commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to CSAC-EIA by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

- 11.3 Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Provider shall be maintained until the completion of all of Provider's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to CSAC-EIA. Provider shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- 11.4 If Provider is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Provider shall provide coverage equivalent to the insurance coverages and endorsements required above. The CSAC-EIA will not accept such coverage unless CSAC-EIA determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Provider is equivalent to the above-required coverages.
- 11.5 All insurance afforded by Provider pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by CSAC-EIA.
- 11.6 Insurance coverage's in the minimum amounts set forth herein shall not be construed to relieve Provider for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude CSAC-EIA from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 11.7 Failure by Provider to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Provider. CSAC-EIA, at its sole option, may terminate this Agreement and obtain damages from Provider resulting from said breach. Any failure by CSAC-EIA to take this alternative action shall not relieve Provider of its obligation to obtain and maintain the insurance coverages required by this Agreement.

## 12. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, certified mail, return receipt requested, or express delivery service at the address specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

CSAC-EIA:

Catharine Mauldin  
CSAC Excess Insurance Authority  
3017 Gold Canal Drive  
Rancho Cordova, CA 95670

Provider: Mike Lawton

BENEFIT COORDINATORS CORPORATION  
100 Ryan Court, Ste. 200  
Pittsburgh, PA 15205

## 13. EXCUSABLE FAILURE OF PERFORMANCE

Strikes, lockouts, blockades, war, fire, earthquake, machine failure or repair, accidents or any other cause of a delay or failure to perform on the part of either party beyond the control of either party, shall be deemed an excusable delay or failure to perform and either party shall be granted a reasonable extension of time in which to perform after such cause for delay or failure to perform



has subsided.

14. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

15. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Tulare. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Tulare.

16. AUTHORITY TO BIND CSAC-EIA

It is understood that Provider, in Provider's performance of any and all duties under this Agreement, has no authority to bind CSAC-EIA to any agreements or undertakings.

17. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of CSAC-EIA. Forbearance or indulgence by CSAC-EIA in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Provider. CSAC-EIA shall be entitled to invoke any remedy available to CSAC-EIA under this Agreement or by law or in equity despite said forbearance or indulgence.

19. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to CSAC-EIA is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

20. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

21. SEVERABILITY

Should any part, term portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

22. COMPLIANCE WITH LAW

Provider shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

23. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

24. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

25. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. NONDISCRIMINATION

Neither Provider, nor any officer, agent, employee, servant or subcontractor of Provider shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or other legally protected status either directly, indirectly or through contractual or other arrangements.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the year and date first above written.

APPROVED AND RECOMMENDED:

CSAC-EIA:

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Rehanna Hardin  
Employed Benefits Mgr

APPROVED AS TO FORM:

BENEFIT COORDINATORS  
CORPORATION:

By: \_\_\_\_\_  
\_\_\_\_\_

By: Sam Zayas  
Title: COO

**FLEXIBLE SPENDING ACCOUNT ADMINISTRATION**

1. Provider will provide the following services:
  - 1.1 Provider shall provide claim forms and other documentation necessary for the administration of the plan;
  - 1.2 Provider will maintain a list of Participants, including full names, social security number and effective date;
  - 1.3 Provider will credit to the appropriate Participant spending account, per-payroll basis, an amount equal to the reduction in compensation for each participant for such account upon receipt of the detail payroll report verifying such reduction was processed;
  - 1.4 Provider will maintain records of Participant's contributions, eligible expenses submitted and reimbursements received, and the resulting account balances of Participants;
  - 1.5 Provider will maintain records of all transactions under the Agreement during the term of the Agreement and for a period of seven years thereafter;
  - 1.6 Provider will receive claims for benefits transmitted by Participants either by mail or facsimile, and shall process same and issue payment to such Participants in accordance with the PLAN and any guidelines issued by the CSAC-EIA Client or the Internal Revenue Service; provided, however, that payments shall be issued only to the extent that accounting information provided to Provider indicates that an account balance is available to permit payment of the benefits applied for by the Participant or former Participant;
  - 1.7 Provider will process on a weekly cycle and mail payment checks directly to Participant unless Participant has applied to have funds transferred electronically by direct deposit. If Participant has applied to have funds transferred electronically by direct deposit, Provider will transfer reimbursement payment by electronic direct deposit to the bank account designated by Participant;  
Provider will furnish to CSAC-EIA client transaction reports of actual reimbursements processed each weekly cycle;  
Provider will mail a notice to any Participant who submits a claim for benefits determined to be ineligible by Provider. Such notice shall include the reason for denial and a description of any additional information that might be necessary to perfect or complete the claim;
  - 1.8 Provider shall make benefit eligibility determinations on behalf of the CSAC-EIA client in accordance with its claims procedures set forth in the PLAN, based upon information provided to Provider by the employee and the Employer. It is understood that Provider is acting on behalf of the CSAC-EIA client in a ministerial, administrative capacity only and shall have no responsibility to investigate the accuracy or truthfulness of information provided; and
  - 1.9 Provider will assist the CSAC-EIA client in the maintenance and revision of PLAN documents to assure compliance with current law.
2. Provider is vested only with ministerial authority to investigate and process claims for benefits under the PLAN in accordance with the terms of the PLAN. Provider shall have no discretionary authority to make decisions as the PLAN policy, interpretations, practices or procedures but shall perform its duties and functions within the framework of the terms of the PLAN and policies, interpretations, rules practices and procedures made by the Employer. Provider is not a fiduciary with regard to the

PLAN and shall not be considered the plan administrator, a fiduciary or named fiduciary, as those terms are defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

3. Provider shall not advance its personal funds for the payment of any benefits under the PLAN. Provider shall not be considered the insurer or underwriter of the liability of the CSAC-EIA Employer to provide benefits for the Participants.
4. Provider shall have the right to retain outside service providers to assist it in performing the duties under this Agreement. All such outside services shall be provided at the expense of Provider and shall be subject to the supervision, control and responsibility of Provider. Provider will notify CSAC-EIA at least 90 days in advance of the date of any proposed change in service providers or change in status of any such provider, including, but not limited to change in ownership, key personnel, principals.



## EXHIBIT B

### HIPAA PRIVACY RULE

For purposes of this section, the "Privacy Rule" shall mean the Standard for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E and all subsequent provisions and Federal guidance.

For purposes of this section, "Protected Health Information" ("PHI") shall mean individually identifiable health information maintained and/or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that are created or received by a health care provider, health plan, employer, or health care clearinghouse, and related to: (A) the past, present, or future physical or mental health or condition of an individual; (B) the provision of health care to an individual; or (C) the past, present, or future payment for the provision of health care of an individual, and that identifies or could reasonably be used to identify an individual.

For purposes of this section, "Designated Record Set" shall mean a group of records maintained by or for CSAC-EIA participating clients that is: (A) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (B) used, in whole and in part, by or for CSAC-EIA clients to make decisions about individuals. A record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for CSAC-EIA Clients.

For purposes of this section, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- a) Provider agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law as defined in 45 CFR § 164.501.
- b) Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- c) Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of the requirements of this Agreement.
- d) Provider agrees to report to CSAC-EIA and or its clients any use or disclosure of PHI not provided for under this Agreement.
- e) Provider agrees to ensure that any agent of Provider, including a subcontractor to whom Provider or CSAC-EIA client provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to Provider with respect to such information.
- f) Provider agrees to provide access, at the request of CSAC-EIA clients, and in the time and manner, to PHI in a Designated Record Set to CSAC-EIA clients, or as directed by CSAC-EIA clients, to an Individual in order to meet the requirements of 45 CFR § 164.524.
- g) Provider agrees to make any amendment(s) to PHI in a Designated Record Set that CSAC-EIA client directs or agrees to pursuant to 45 CFR § 164.526 at the request of CSAC-EIA or an Individual, and in the time and manner.
- h) Provider agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Provider on behalf of CSAC-

EIA, available to CSAC-EIA client, or at the request of CSAC-EIA to the Secretary of the Department of Health and Human Services or his designee ("Secretary"), in a time and manner designated by CSAC-EIA or Secretary, for purposes of Secretary determining CSAC-EIA client's compliance with the Privacy Rule.

- i) Provider agrees to document such disclosures of PHI and information related to such disclosures as would be required for CSAC-EIA client's to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j) Provider agrees to provide CSAC-EIA client or an Individual, in the time and manner designated by CSAC-EIA client, information collected in accordance with the preceding paragraph (i) to permit CSAC-EIA client to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- k) Provider agrees to create, receive, use, or disclose PHI only in a manner that is consistent with the Privacy Rule and only in connection with providing services to CSAC-EIA in accordance with this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by CSAC-EIA client. In providing services, Provider, for example, will be permitted to use and disclose PHI for "treatment, payment and health care operations" in accordance with the Privacy Rule.
- l) In the event of a breach of the Privacy Rule by Provider which is not cured within the agreed time specified by CSAC-EIA, CSAC-EIA may terminate the Agreement upon written notice to Provider.
- m) In the event of termination of the Agreement for any reason, Provider shall return or destroy all PHI received from CSAC-EIA clients, or created or received by Provider on behalf of CSAC-EIA client, including all PHI in the possession of agents, including subcontractors, of Provider. Neither Provider, nor any of its agents, shall retain any copies of PHI. If return or destruction of PHI is not feasible, Provider shall notify CSAC-EIA of the conditions that make return or destruction infeasible. If both parties then agree that return or destruction is not feasible, Provider shall extend the protections of this Agreement to such PHI and limit further uses and disclosures for as long as Provider maintains PHI.

#### **HIPAA Electronic Security and Transaction Standards**

Provider warrants to CSAC-EIA that all electronic systems used in the administration of CSAC-EIA programs conform to the Electronic Security standards under HIPAA. Provider agrees to ensure that electronic systems used by any agent of Provider, including a subcontractor in the administration of CSAC-EIA programs, conform to the Electronic Security standards under HIPAA.

Provider shall make timely system upgrades as necessary to make transactions compliant with the Transaction Standards under HIPAA.



**BENEFIT COORDINATORS CORPORATION  
AGREEMENT AMENDMENT**

THIS AMENDMENT, effective as of June 30, 2020 ("Amendment Effective Date"), amends the Administration Services Agreement ("Agreement") dated June 2, 2011 effective September 1, 2007 by and between Self Insured Services Company dba Benefit Coordinators Corporation and CSAC-EIA.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Name Change. As of the Amendment Effective Date, the Party known as CSAC Excess Insurance Authority (CSAC-EIA) shall now be known as Public Risk, Innovation, Solutions, and Management (PRISM).
2. Continuation of Agreement. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.
3. Binding Agreement. The parties hereto acknowledge that each has read this Amendment, understand it, and agree to be bound by its terms and conditions as stated herein.
4. Miscellaneous. All terms of the Agreement not amended by this Amendment shall remain in full force and effect.

Through duly authorized representatives, the undersigned parties hereby execute this Amendment effective as of Amendment Effective Date.


**Public Risk, Innovation, Solutions, and Management (PRISM)**

By: 

Title: Director of Employee Benefits

Date: 7/13/2020

**SELF INSURED SERVICES CORPORATION dba  
BENEFIT COORDINATORS CORPORATION**

By: 

Title: SVP

Date: 7/16/2020



## **Amendment to Administrative Services Agreement**

This Amendment to Administrative Services Agreement ("Amendment") is made this \_\_\_\_ day of September, 2021, by and between Public Risk, Innovation, Solutions and Management ("PRISM") and Self Insured Services Company d/b/a Benefit Coordinators Corporation ("BCC").

### **Recitals**

**WHEREAS**, PRISM predecessor in interest, CSAC-EIA and BCC entered into one certain Administrative Services Agreement dated June 2, 2011, and effective September 1, 2007, and amended thereafter by various amendments and addendums (collectively referred to herein as the "Agreement"); and

**WHEREAS**, PRISM and BCC desire to expand the scope of services BCC provides to PRISM by adding the below-described products and services related to the PRISM dental and vision health and welfare plans to the Agreement.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties and in exchange of the mutual terms and covenants contained herein and within the Agreement, the parties agree as follows:

1. The recitals to this Amendment are incorporated into and shall constitute a part of this Amendment.
2. Effective September 1, 2021, the Agreement is hereby amended by adding the following provision as Section 4.1.8:

BCC (a/k/a "Provider") will perform the following services to PRISM (a/k/a "CSAC-EIA") dental and vision health and welfare plans:

- a. Eligibility management for Delta Dental and Vision Service Plan (VSP) products for applicable groups for whom BCC is the third party administrator (TPA) or for whom BCC provides the Employee Navigator site;
- b. Consolidated invoicing, fixed rate and self-funded premium collection, remittance, and reconciliation;
- c. Carrier electronic data interchange (EDI) connectivity with Delta Dental and VSP;
- d. For groups providing data to BCC via imported layouts, EDI layouts, spreadsheets, and data, BCC will receive ongoing scheduled employer eligibility demographic data via EDI according to specified predetermined method for each employer, including but not limited to other benefit administration systems, employer payroll or HRIS systems, and other identified and agreed upon sources. Under this data provision format, BCC receives this data but is not responsible for its accuracy. Instead the groups providing such data are responsible for its accuracy and content; and
- e. Reporting to all entities, including PRISM, Alliant, employer entities, Delta Dental and VSP.

3. In exchange for the proposed amendment and addition of services as outlined above, BCC will retain the following from employer payments and remit to PRISM the remaining balance of payments:

- a. The one-time set up fee of \$325,000.00 payable to BCC by June 1, 2021;
- b. Proposed per billable employee/retiree enrolled per month (PBE-RPM) rates set forth in the PRISM Dental and Vision Program Rate Summary attached as Exhibit A and incorporated by reference. This fee schedule is effective January 1, 2022 and auto renews January 1, 2023;
- c. Phase I migration of BCC existing block beginning September 1, 2021 through December 31, 2021 at existing PBIA fees for cases of fixed rate at \$0.45 PBE-RPM and self-funded at \$0.35 PBE-RPM. As of January 1, 2022, PBE-RPM fees set forth in Exhibit A will apply to all subsequent phases in 2022 and 2023, with the exception of self-funded employers renewing in July; July self-funded employers will apply PBE-RPM fees in Exhibit A at renewal on July 1, 2022 and 2023; and
- d. Due to the weighted allocation of fees across the block, BCC will evaluate and modify fees according to the lives/case mix annually within 10% of the final average rate.

4. The Agreement, as modified by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof and hereof. Except as otherwise provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date:

**SELF INSURED SERVICE COMPANY**  
**d/b/a Benefit Coordinators Corporation (BCC)**

By: 

Printed Name: MICHAEL LAWTON

Title: SVP

Date: 10/19/2021

**Public Risk, Innovation, Solutions and**  
**Management (PRISM)**

By: 

Printed Name: Sidney DiDomenico

Title: Director of Employee Benefits

Date: 10/19/2021



## ATTACHMENT 8

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)