

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ACCORD SYSTEMS, LLC**

THIS AGREEMENT is made and entered into this 1st day of December, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ACCORD SYSTEMS, LLC, a Georgia limited liability company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Affordable Care Act (ACA) compliance tracking/reporting services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Consultant's Proposal") attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Consultant's Proposal. Consultant's total compensation shall not exceed Nine Thousand Eight Hundred Thirty-Five Dollars (\$9,835.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on November 30, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed upon expiration of the initial Term for four (4) additional one (1) year periods, upon mutual written agreement of both parties. The City is not obligated to give a reason or notice if it elects not to renew.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is

written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Accord Systems, LLC
53 S. Main St., Ste. 300
Alpharetta, GA 30009
Tel: (404) 272-4661
Fax: (888) 721-2221
Attn: David Essary

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5061
Fax: (714) 754-4943
Attn: Itzia Carvajal

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way,

be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof

favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Chief Executive Officer

Date: _____

CONSULTANT
REDACTED

Signature

Date: 12/14/15

DAVID ESSARY - CEO

Name and Title

REDACTED

Social Security or Taxpayer ID Number

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Lance Nakamoto, Human Resources Manager

Date: _____

favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation
REDACTED

[Redacted Signature]

Chief Executive Officer

Date: 12/14/15

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

REDACTED

[Redacted Signature]

12/15/15

City Clerk



APPROVED AS TO FORM:

REDACTED

[Redacted Signature]

City Attorney

Date:

12/14/15

APPROVED AS TO INSURANCE:

REDACTED

[Redacted Signature]

Risk Management

Date:

12/11/15

APPROVED AS TO CONTENT:

REDACTED

[Redacted Signature]

Project Manager

Date:

12/11/15

DEPARTMENTAL APPROVAL

REDACTED

[Redacted Signature]

Lance Nakamoto, Human Resources Manager

Date:

12/11/15

INTERIM FINANCE DIRECTOR APPROVAL

REDACTED

[Redacted Signature]

Steve Dunivent

Date:

12-11-15

**EXHIBIT A
CONSULTANT'S PROPOSAL**

The Affordable Care Act (ACA) brings incredible changes to workforce management and planning, as well as additional responsibilities that will impact the day-to-day operations of businesses across all industries.

AccordSM is the cloud-based system developed by Accord Systems, LLC, a technology and consulting organization based in Atlanta Georgia devoted to bringing timely solutions and reporting to handle the daunting requirements the ACA brings to US employers.

AccordSM provides organizations with an integrated solution for your ACA management needs.

Exposure Analytics



Accord Systems is your partner for establishing all of the rules inside the ACA. Reduce your risk of fines and fees by having the experts at Accord Systems run the following tests (tests below are not limited to these):

Transition relief, Measurement Period Set-up, Affordability Safe Harbor, Look-Back Analysis, Full-Time Equivalents, Plan Value Determination, Qualification of general or alternative "simple" IRS reporting and more.

Eligibility & Affordability Tracking



Ongoing tracking of employee eligibility is the foundation of ACA compliance. **AccordSM** automates the process of tracking eligibility, including the complexities around breaks in service, leaves of absence, and unique classifications such as seasonal or union employees.

Data arriving from multiple systems creates unique complexities that are handled by **AccordSM** in concert with each customer and their sources of data.

AccordSM tracks your variable hour employee data monthly and provides easy to read dashboards and ACA Alerts based on hours.



Compliant
93% Coverage
Medical Eligible: 4,610
Covered: 41,844



Compliant
Minimum Value and
Affordability Met

Monthly affordability tracking is done within the **AccordSM** system based on the appropriate safe harbors with alerts appearing on the dashboard when an issue arises.

Employee Notifications



The ACA mandates that all employees receive notice of coverage. Should an employee experience a change in coverage at any time, he or she must also receive notice. In addition, all new employees must receive notice within 14 days of their hire date. **AccordSM** ensures that all federally mandated ACA-related notifications are provided to your employees and new hires on time.

IRS Form Requirements

AccordSM offers the ability produce forms required under the IRS guidelines – Forms 1094 B/C and Forms 1095 B/C and associated employer filings are part of the optional services available.

ACA Concierge and Hotline



Accord understands the complexity of the ACA guidelines and allows you to focus on your core business. Access an ACA Concierge Specialist to answer your ACA related questions and rely on your Accord account team for support

Proposal pricing and service are on the next page.



Proposal For: City of Costa Mesa

Total Employee Count: 614

Target Effective Date: 12/1/2015

Service	Ongoing /Annual/One-Time	Annual Total Fee
1. Exposure Analytics, Implementation and Training	One-Time Only	\$1,500
2. Eligibility, Compliance Tracking and Alerts	Option1: Monthly Fees: \$475	\$5,700
3. Eligibility and Compliance Tracking, Alerts, Plus New Hire Notice and Health Insurance Exchange Notice Management		
4. Reporting Dashboard		Included
5. 1094 B/C IRS Electronic Submission 1095 B/C Employee Notification Includes Employer Form		
6. 1094 B/C or 1095 B/C Print and Fulfillment to Employee (Optional)	\$2.50 per form	\$1,535

Note: Fulfillment is additive to the form batch file production (#5) above.

Total First Year Cost:

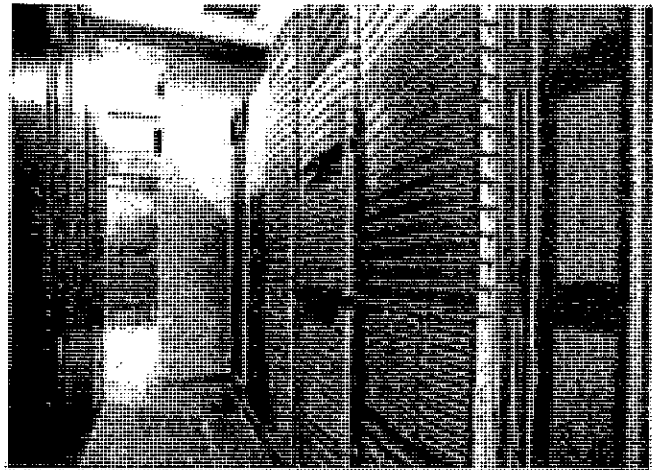
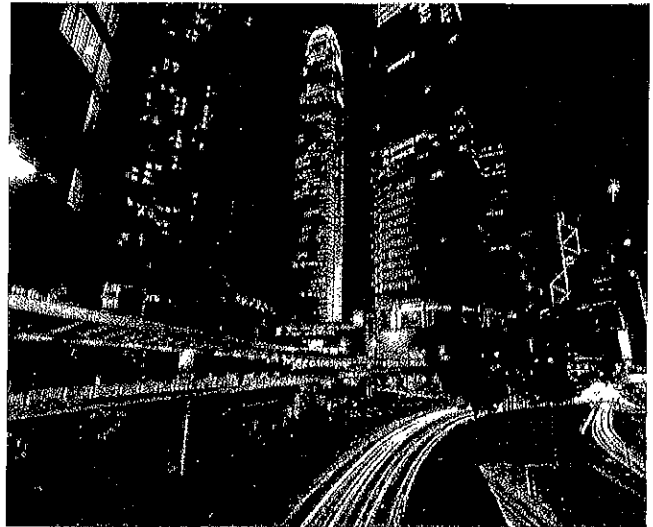
Option 1: \$1,500 (implementation) + \$5,700 (eligibility tracking) + \$2,035 (forms) = \$9,235 (Year 1)

Option 2: \$1,500 (implementation) + \$6,300 (eligibility tracking) + \$2,035 (forms) = \$9,835 (Year 1)

Proposal Notes:

- Fees are based on implementation of standard Software functionality and include implementation of current month and historical data, and validation of the data feeds from Employer source systems.
- Historical data load is included provided historical data is provided to Accord in the data specification established between Employer and Accord during implementation.





System Overview

If you have questions, email us at support@accord-aca.com

Overview of Accord

Accord Systems, LLC based in Atlanta, GA has recently released its Affordable Care Act (ACA) reporting and management system. Accord is designed from the ground up to help employers and consulting partners manage the growing requirements of the ACA guidelines. Accord is an intuitive platform that can be used by employers in a self-service mode or by partners who are managing the process for their client.

Key Features include:

- Software as a Service (SaaS) now known as Cloud Computing
- Easy set up and initialization
- Easy to use user interface
- Data aggregation to combine the many data elements required for ACA reporting
- Summary Dashboard with drill down capabilities
- Alerts and notices to remain compliant
- Robust reporting and IRS form generation
- Resources and guides to assist users

Our Mission

Accord directly addresses a critically important need in the marketplace. Under the Affordable Care Act (ACA) most employers with more than 50 employees in the United States are required to report benefit eligibility and coverage to the IRS for plan year 2015 and beyond. The regulations of the ACA are extremely cumbersome and very few employers are equipped or prepared to handle the complexities of the guideline. Accord has built a state-of-the-art platform to step in and support employers. Our independent platform will provide the tools to navigate the reporting requirements of the ACA.

Our staff and advisors have deep roots in the employee benefits industry and understand the many nuances of back office processing of insurance related data.

Easy To Use

ACCORD
ABOUT FEATURES REQUEST A DEMO

admin@accord.com

#####

Login

[Forgot your password?](#) [Create new account](#)

ACA Compliance made easy.

If your organization has more than 50 employees, it is essential to have an Affordable Care Act strategy in place. Accord provides organizations with an integrated solution for your ACA management needs. Use our tools to take the guesswork out of the ACA. We reduce your compliance risk by providing cost effective ways to manage timely verifications and mandatory employee notifications as well as tools to track employee eligibility, predict costs and risks, and automate the reporting processes.

Data Integration

Data is the foundation of ACA measurement and reporting. Multiple sources means you need a partner who can manage them.

Calculation Logic

Measuring the numerous periods that determine eligibility requires focused resources on ACA fundamentals.

Reporting Accuracy

Creating the right data outputs for both internal and external stakeholders is critical under ACA guidelines.

Cloud-Based

Accord is a flexible cloud-based secure platform to minimize expenses and resources for organizations.

ACCORD
Search employee data by SSN, Name or Employee ID
New River Group

Compliance Status

Compliant
83% Coverage
Medical Eligible: 84
Covered: 78

Compliant
Minimum Value and
Affordability Met

Upload Data

File type:

Data file:

Employer Overview

New River Group

	#	%	
Total Employees	102	100%	
Ongoing	67	66%	
New Hires	36	34%	
Full Time	84	82%	
Part Time	18	18%	

82%

Alerts & Notifications

- Approaching Full Time Status 3
- Approaching Part Time Status 5

What if these alerts don't catch anyone?

Periods

Period	Start	End
Standard Measurement Period	May 1, 2015	December 31, 2015
Admin Period	January 1, 2016	January 31, 2016
Stability Period	February 1, 2016	September 30, 2016

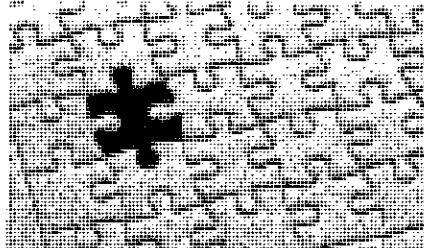
How to use Accord

Introduction to Accord 2 min 56 s

Affordable Care Act FAQs 7 min 16 sec



Technology Overview



Application

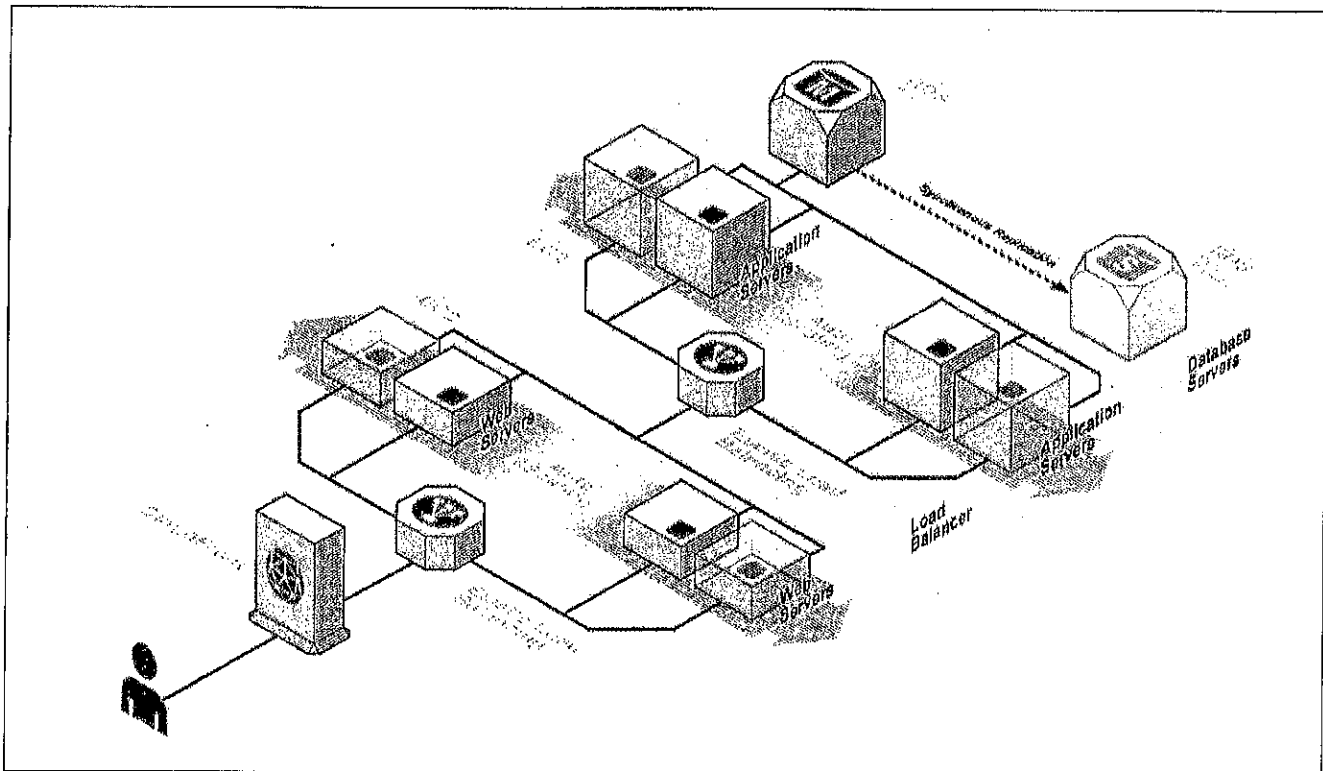
- Ruby On Rails
- Engine Yard
- Amazon S3 File Storage
- SiteLock Scanning

Network Layer

- AWS Servers
- SSL Encryption
- SFTP

Database

- PostgreSQL
- Encryption at rest





Security

Accord has security measures in place to help protect against the loss, misuse, and alteration of the data under the system's control.

System Security

Accord Systems has security measures in place to help protect against the loss, misuse, and alteration of the data under the system's control. Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to ensure that all individual and or aggregate data is protected and available only to authorized users within each organization. In addition, the Accord platform is hosted in a secure server environment that uses redundant firewalls as well as other advanced technology to prevent interference or access from outside intruders. SiteLock intrusion and vulnerability scanning are always on to provide an added layer of monitoring.

Physical Security

Accord Systems utilize AWS certified data centers managed by Amazon. The AWS cloud infrastructure is housed in AWS's highly secure data centers, which utilize state-of-the art electronic surveillance and multi-factor access control systems. Data centers are staffed 24x7 by trained security guards, and access is authorized strictly on a least privileged basis. All personnel must be screened when leaving areas that contain customer data. Environmental systems in the datacenters are designed to minimize the impact of disruptions to operations, and multiple geographic regions and Availability Zones allow you to remain resilient in the face of most failure modes, including natural disasters or system failures.

The AWS infrastructure has been designed to provide optimum availability while ensuring complete customer privacy and segregation. Network traffic between AWS Regions, Availability Zones and individual datacenters travels over private network segments by default. These private network segments are fully isolated from the public Internet and not routable externally.

AWS has achieved ISO 27001 certification and has been validated as a Level 1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS). AWS undergoes annual SOC 1 audits and has been successfully evaluated at the Moderate level for Federal government systems as well as DIACAP Level 2 for DoD systems.

For additional information see: <https://aws.amazon.com/security>.



Disaster Recovery & Business Continuity

Please see the respective documents for complete information.

Disaster Recovery is handled on many levels. In the first level, the system has been engineered with redundancy throughout system. For the web services, redundancy occurs through the use of a multi-system clustered environment and load balancing. These are setup in round-robin and fail-over configurations. The database system redundancy is maintained through AWS dual server standby configuration. The network layer is configured with redundant units so that loss of service on a particular unit would not translate to loss of service to the client.

The second level of Disaster Recovery includes system backups. Applications deployed to the Accord platform are automatically backed up as part of the deployment process on secure, access controlled, and redundant storage. Continuous Protection keeps data safe on a redundant S3 instance. Every change to data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

Accord Systems subscribes to the practices and philosophy of multi-tiered protection and recovery plans. Simply put, we define our business as a mission critical, real-time enterprise that is responsible to support customer's needs 24 hours a day and 7 days a week. We do publish, and adhere to pre-planned service limitations for maintenance and change-control support. However, these are limited to very short periods of scheduled time during the periods of the low usage associated with our individual business needs. Otherwise, it is our philosophy to design and maintain systems that provide the highest amount of protection for our business and the needs of our customers.

You may request our Disaster Recovery & Business Continuity Plans for more information.

Power

The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide back-up power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.

Environment

Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. AWS data centers are conditioned to maintain atmospheric conditions at optimal levels. Monitoring systems and data center personnel ensure temperature and humidity are at the appropriate levels.

System Response Time

The system is available 7 days a week, 24 hours a day. Performance and capacity planning are continuously performed. System metrics are captured and logged for weekly trend analysis. This data is then used for future system planning and upgrades.

Service Quality

We define our business as a mission critical, real-time enterprise that is responsible to support customer's needs 24 hours a day and 7 days a week. We publish and adhere to pre-planned service limitations for maintenance and change-control support. Otherwise, it is our philosophy to design and maintain systems that provide the highest amount of protection for our business and the needs of our customers. Code review, security review, testing and source code versioning are integral steps in the development process.

System Support

System Support of the Accord platform is handled on a 24x7 basis via a data center network staff and our operations and engineering team.

Outage Notification

The Accord platform is monitored 24x7. Should an outage occur, the data center network staff as well the on-call member of our engineering and operations staffs are notified of the problem

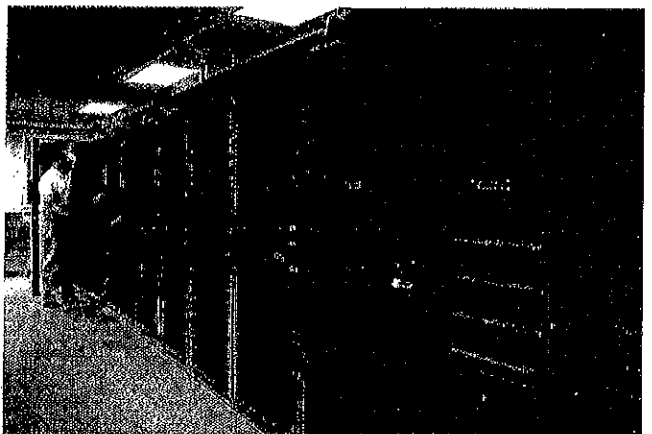
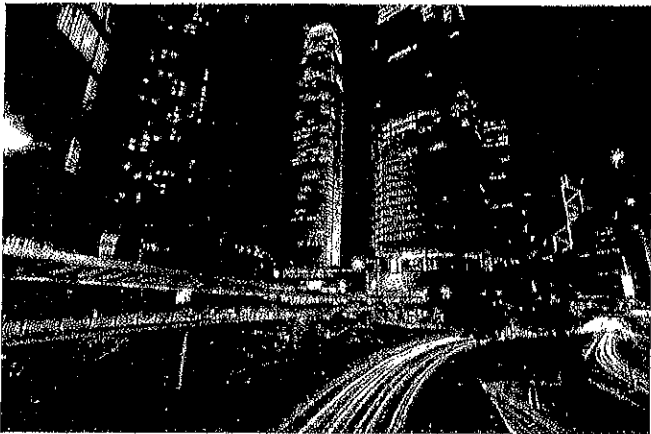
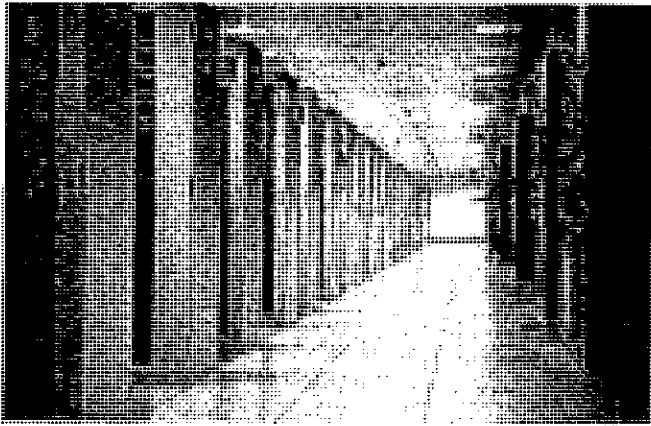
Enhancement/Upgrades/Maintenance

Accord has a secure lab environment for development and testing. This lab emulates the production environment without the added overhead of the redundancy. This is where all new development, maintenance development, bug fix and initial testing occur so as not to disturb the production environment. Accord Systems has developed strict quality control procedures in this environment. The release strategy for new development ensures that current applications are allowed to run either for a sufficient period of time (i.e. through the remainder of the calendar year) or forever, depending on the complete nature of the software release. This ensures limited or no affect on any given customer implementation.

Data Transfer

Data can be easily transmitted into our system. Accord supports data integration in Comma Separated Value (CSV). Data is transmitted securely via SFTP or via web-services inside the application. SSL technology protects information using both server authentication and data encryption to help ensure that all individual and or aggregate data is protected and available only to authorized users within each organization.

Personally identifiable information (PII) – Accord has always has an Encrypted 256 bit AES connection and full database encryption.



+

Accord – ACA Management System

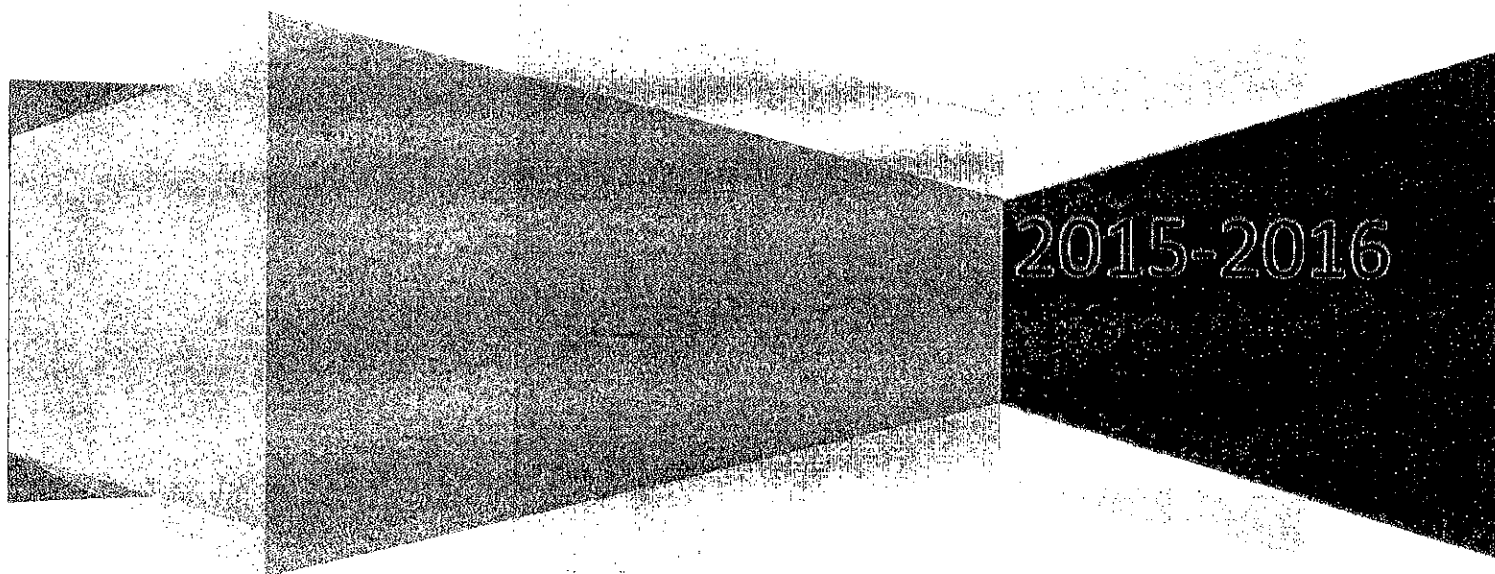
accord-aca.com | support@accord-aca.com

Accord Systems, LLC



Accord ACA Implementation Guide

Version 1.2



Instructions for completing the implementation guide:

1. Please complete as much of the information as possible, then sign, save and e-mail to support@accord-aca.com . A representative will contact you within 24-48 hours to answer any incomplete sections of the document and establish a timeline to "Go Live"
2. If you have more than one company that has to report separately, please complete this information for each entity.
3. Step 2 of the guide contains critical set-up questions and checks that are specific to the system set-up for ACA reporting. Included in the appendix and below in the "TIPS" section are definitions and information to help you complete this section.
4. Step 3 requests information about where the important data is stored so that we can work with you to export this information to the Accord system. Appendix B includes the key data elements that are required to provide tracking, reporting and IRS form generation. If you have questions about your data sources or the data specifications please e-mail support@accord-aca.com .
5. Step 4 includes timeline and payment terms information, as well as your signature.

Once completed, your Accord account representative will confirm and provide a completed copy for your records. The implementation timeline will then begin with a focus on the target effective date.

HELPFUL TIPS:

- Important information to obtain prior to starting this form:
 - Federal Tax ID number (FEIN) for each reporting entity
 - Type of funding for your medical plans – Insured or Self-Insured
 - Determine if you are an ALE (Applicable Large Employer) – ALE is a company with 100 or more full-time and full-time equivalent employees
- Review Appendix A to gain an understanding of the measurement periods rules
- Check with your Broker or Consultant to verify that your plan meets the Minimum Value and Minimum Essential Coverage rules

Minimum value - A plan provides minimum value if the plan pays at least 60 percent of the costs of benefits for a standard population

Minimum essential coverage designated by statute or regulations includes the following:

Employer-sponsored coverage (including Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage and retiree coverage), Coverage purchased in the individual market, including a qualified health plan offered by the Health Insurance Marketplace (also known as an Affordable Insurance Exchange), Medicare Part A coverage and Medicare Advantage (MA) plans, Most Medicaid coverage, Children's Health Insurance Program (CHIP) coverage, Certain types of veterans health coverage administered by the Veterans Administration, TRICARE, Coverage provided to Peace Corps volunteers, Coverage under the Non-appropriated Fund Health Benefit Program, Refugee Medical Assistance supported by the Administration for Children and Families, Self-funded health coverage offered to students by universities for plan or policy years that begin on or before Dec. 31, 2014 (for later plan or policy years, sponsors of these programs may apply to HHS to be recognized as minimum essential coverage) or State high risk pool coverage established on or before November 26, 2014 in any State

Work Order #: (assigned by Accord)



Employer Name:

Employer Address:

Employer City: State: Zip Code:

State in which organization was formed: Total # of entities:
*** Separate work order required for each covered entity**

Federal Employer Identification Number (FEIN):

Total number of benefit eligible employees:

Total number of all employees (including variable):

Benefit plan year: to (mm/dd/yyyy)

Benefit Contact: Contact Phone:

Benefit Contact E-Mail:

Employer Contact: Contact Phone:

Employer Contact E-Mail:

Other Employer Information:

- 1. Multiple Companies Yes No
- 2. Employees work for more than one employer that is a member of the same aggregated ALE group Yes No
- 3. Multi-Employer Plan Yes No
- 4. Employer Part of a Controlled Group Yes No
- 5. Controlled Group Filing Together Yes No

Employee Classes (please check):

- Full-Time Variable Hour Seasonal Temporary
- Student Adjunct Faculty Member of Religious Order
- Temp Staff Employee H2A - Visa H2B - Visa Union
- Other _____

We need different measurement periods for different classes

We have employees paid on non-hourly basis

Do you offer coverage to:

- Business owners as employees
- Non-employee Directors
- Retirees
- Non-employee COBRA beneficiaries

Do You Have Employees on any of these plans (please check):

- Employer sponsored coverage
- SHOP
- Government sponsored plan
- Individual marketplace insurance
- Multi-employer plan
- Owners NOT employees on medical
- Other minimum essential coverage
- Other _____

Service Type:

- Eligibility measurement & affordability calculation
- New hire notice MEC (complete in Step 3)
- Employer forms – 1094 B/C (PDF generation)
- Employee forms – 1095 B/C (PDF generation)
- Form fulfillment – 1094/1095 B-C (Delivery to IRS and Employee)

Check each box above for the services that you are requesting of Navigent

Step 2 →

Measurement Guidelines (see graphic in Appendix A)

Standard Measurement Period Set-Up:

Begin Month: [] Begin Day: [] SMP Length: []
(SMP length can be from 3-12 months)

Administrative Period Length: [] days (can be from 1-90 days)

Stability Period Length: [] months (can be from 6-12 months)

New Employee Measurement Length: [] months (can be 3-12 months)

Look Back Period: From: [] To: []

Certification of Eligibility

- Qualifying Offer Method
- Qualifying Offer Method Transition Relief
- Section 4980H Transition Relief
- 98% Offer Method

Calculating Affordability

An employer may use one of three safe harbor provisions provided by the Internal Revenue Service to determine whether the coverage it offers is affordable. Please indicate below the safe harbor rule desired.

- The **Form W-2 Safe Harbor** provides that the cost of the coverage is affordable if the cost of single coverage does not exceed 9.5 percent of the employee's calendar year wages as reported in Box 1 of the employee's Form W-2.
- The **Rate of Pay Safe Harbor** provides that coverage is affordable if the employee's monthly contribution for employee-only coverage does not exceed 9.5 percent of the employee's monthly wages.
- The **Federal Poverty Line Safe Harbor** provides that coverage is affordable if the employee contribution for self-only coverage does not exceed 9.5 percent of the federal poverty line for a single person.

New Hire Notice – Minimum Essential Coverage (MEC)

Please answer the following questions so they can be used to prepare the MEC form (OMB No. 1210-0149):

Employer Phone Number:

Employer Benefit Contact Information:

Benefit Contact Phone Number:

Benefit Contact E-Mail:

The employer offers health coverage to the following:

- All employees. Eligible employees are:
 Define here
- Some employees. Eligible employees are:
 Define here



With respect to dependents:

We do offer coverage. Eligible dependents are:

Define here

We do not offer coverage

If this box is checked, you confirm that the health plan coverage meets the minimum value standard and the cost of the coverage is intended to be affordable.

For the lowest-cost plan that meets the minimum value standard* **offered only to the employee** (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

How much would the employee have to pay in premiums? \$

How often? weekly bi-weekly semi-monthly monthly

quarterly annually

If an employee is not eligible for health coverage today, how long must they wait to be eligible (waiting period)

IRS Form Requirements under Sections 6055 and 6056

Please indicate below the type of health plan:

Self -- Insured Health Plan: Requires form 1094-C/1095-C & (Part III)

Fully -- Insured Health Plan: Requires form 1094-C/1095-C

Both Self-Insured and Fully Insured Plans

Employer Form Filing: 1094/1095 B

Print and Fulfillment Services for 1094/1095-C

Data Source (see Appendix B for basic data field requirements)

The most important part of the implementation and system processing is data integrity and identifying the sources of data. Please indicate which systems are required for data aggregation.

<input type="checkbox"/> Payroll System:	Describe systems here
<input type="checkbox"/> HRIS System:	
<input type="checkbox"/> Time & Attendance:	
<input type="checkbox"/> Benefit Administration:	
<input type="checkbox"/> Other Systems:	

Can hours worked by pay period be exported from payroll? Yes No

Provider Information

Plan Name 1:

Policy Number:

Insurance Carrier: EIN:

- Plan provides minimum essential coverage
- Plan provides minimum value
- Deductions for this plan are pre-tax
- Plan has age banded rates
- Coverage offered to spouses
- Coverage offered to domestic partners
- Coverage offered to common law partners
- Coverage offered to same gender partners
- Coverage offered for civil unions

Plan Name 2:

Policy Number:

Insurance Carrier: EIN:

- Plan provides minimum essential coverage
- Plan provides minimum value
- Deductions for this plan are pre-tax
- Plan has age banded rates
- Coverage offered to spouses
- Coverage offered to domestic partners
- Coverage offered to common law partners
- Coverage offered to same gender partners
- Coverage offered for civil unions

Step 4 →

Go Live Timeline

Go Live Target Date:

- 15 day time line
- 30 day time line
- 45 day time line

Please see Appendix 3 for sample timeline and tasks associated.

Fee Policy

Implementation fees: \$ (due in full to start implementation)

Ongoing monthly calculation fees: see final proposal.

Monthly ongoing fees noted above are charged based on active records and apply to active employees net of turnover (e.g., if 50 employees are hired during the period, and 50 employees leave during the period, there is no impact to total employee count). Terminated employees are not included in per employee per month count. Active record counts are done on the last day of each month and billed on the 1st of each month for the previous month.

Annual IRS form generation fees: see final proposal

Annual form fees will be based on actual forms generated from the system and billed the last week of January.

Annual form fulfillment fees (if applicable): see final proposal

Annual fulfillment fees will be based on actual forms fulfilled and delivered to employee home address and billed the last week of January.

The undersigned agrees that the above information is true and correct as of and agrees to the fee policy described above.

CLIENT:

Name:

Title:

Signature: _____

Date:

ACCORD SYSTEMS, LLC

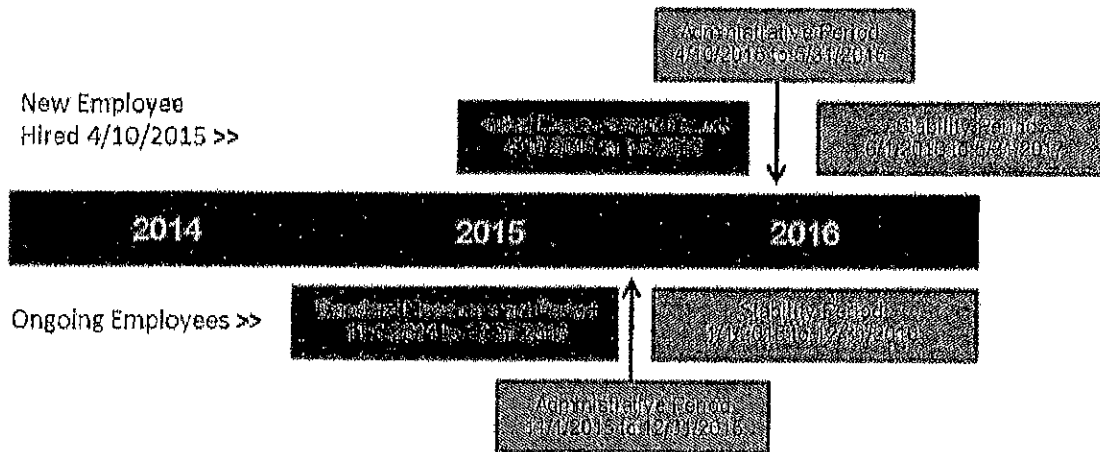
Name:

Title:

Signature: _____

Date:

Appendix A – Measurement Illustration



SMP (Standard Measurement Period): Applicable in 2015 to ALL employees (ongoing, variable hour and full-time) to determine each employee’s full-time status.

IMP (Initial Measurement Period) or New Hire Measurement Period: Only applies to Newly Hired variable hour employees; same rules apply in defining the resulting stability period.

Administrative Period: Processing window after the end of the Measurement Period to notify and enroll eligible full-time employees.

Stability Period: Length of time that an employee is eligible for the health plan coverage once deemed full-time – must be equal in length to the Standard Measurement Period.

Appendix B – EDI File Specifications

1.1 Purpose

There are three levels of Electronic File Interchange (EDI). Each of these files is described below and their file specification will follow on subsequent pages in this section. Each field within each of the file specifications has a value in the "Required" column and they are:

Required Field types:

- Required (Y): Data for required fields must be populated in order to load file
- Optional (N): Additional fields available to client to further segment and customize reports
- Variable (V): Data is not strictly required, but if client has the information it should be included

Employee Demographic File – Basic

This is a simple set of 21 required fields that can be generated from a payroll/HRIS system and then uploaded to the ACA platform on a weekly or monthly basis. The ACA tool will perform the appropriate calculations and report trends and transactions that need to be made based on the IRS guidelines and measurement periods.

Employee Medical Information

For full IRS reporting, including forms 1094 (B & C) and 1095 (B & C), data elements are required for employee and dependent benefit coverage information. In this final file set, you will find the key data fields required to provide the reporting and to enhance the user dashboard.

See EDI Layout in section 1.3

Dependent Medical Information

For full IRS reporting, including forms 1094 (B & C) and 1095 (B & C), data elements are required for employee and dependent benefit coverage information. In this final file set, you will find the key data fields required to provide the reporting and to enhance the user dashboard.

See EDI Layout in section 1.4

File Format

Comma Separated Values (.csv)

Important Note: Please follow field naming and file naming convention per file layout specification.

1.2 EDI File Layouts – Employee Demographic File - Basic

Naming Convention: employerid_payperiod_mmddyyy.csv (no spaces in name)

Field Position	Type	Maximum Length	Required	Field Name Must be all lower case	Sample Data	Field Description
Demographic Information						
1	Num	9	Y	ssn	444444444	Social security number <i>(do not include formatting)</i>
2	Num	10	V	employee_id	123456	Payroll ID #
3	Alpha/Num	35	Y	address_1	345 Main Street	Address
4	Alpha/Num	35	V	address_2	Apt. 7	Secondary Address
5	Alpha	35	Y	city	Atlanta	City
6	Alpha	2	Y	state	GA	State
7	Num	10	Y	zip_code	30303	Zip Code
8	Alpha	25	Y	first_name	John	First Name Field
9	Alpha	25	Y	middle_name	W.	Middle Name Field
10	Alpha	35	Y	last_name	Smith	Last Name Field
11	Date	10	Y	hire_date	02/01/2015	Last Hire Date (mm/dd/yyyy)
12	Alpha/Num	3	Y	employment_type	FT or PT	Position Type
13	Alpha/Num	10	V	union_status	Union	Code determined by Client
14	Alpha/Num	10	V	union_id	23456	Code determined by Client
15	Num	3	Y	hours_worked	62	Service hours recorded for this pay period
16	Date	10	Y	start_date	03/15/2015	Start date of payroll data included on file
17	Date	10	Y	end_date	03/31/2015	End date of pay period of data included on file
18	Alpha/Num	2	Y	work_status	A, L, T	Active, on Leave or Terminated
19	Date	10	Y	termination_date	05/31/2015	Termination of employment date
20	Alpha/Num	10	Y	period_earnings	1,400	Earnings for reported pay period
21	Alpha/Num	2	Y	pay_type	S or H	Salaried or Hourly designation
22	Alpha/Num	50	N	email	jsmith@gmail.com	Employee e-mail address
23	Alpha/Num	10	Y	employer_id	100234	Provided by Accord
24	Alpha	10	V	change	Y	Field for updating existing records
25	Alpha/Num	50	N	custom_1		For custom field use
26	Alpha/Num	50	N	custom_2		For custom field use

Field 24 above is specifically used for updating existing records – example if you have previously sent incorrect hours or pay information, this field would be required when updating that pay period. User will send a new row with the original pay period start and end, then corrected hours or earnings along with UPD in field 23.

1.3 EDI File Layouts – Employee Medical Information

The benefit file is generally obtained from customer's HRIS or benefits administration system. This data includes the medical benefit plan information for all non-terminated employees and employees on Cobra. This data is sent to ACCORD on a monthly basis

Naming Convention: employerid_eemed_mmdyyy.csv (no spaces in name)

Field Position	Type	Maximum Length	Required	Field Name Must be all lower case	Sample Data	Field Description
Employee Medical Information						
1	Num	9	Y	ssn	444444444	Social security number (<i>do not include formatting</i>)
2	Num	10	V	employee_id	123456	Payroll ID #
3	Alpha	25	Y	plan_name	PPO, HMO	Name of benefit plan
4	Alpha	25	Y	plan_provider	Cigna, Aetna	Healthcare Provider Name
5	Alpha	25	Y	plan_code	MPLAN1	Benefit Plan Code (from payroll)
6	Alpha	1	Y	waive_flag	Y/N	Waiver of medical plan
7	Date	10	Y	offer_date	02/01/2015	Enrollment Date (mm/dd/yyyy)
8	Alpha/Num	5	Y	coverage_tier	EE, EC, ES, EF	Medical Coverage Tier
9	Alpha/Num	10	V	employer_cost	nnn.nn	Monthly employer cost
10	Alpha/Num	10	V	employee_cost	nnn.nn	Monthly employee cost
11	Date	10	Y	start_date	03/15/2015	Start date of medical plan
12	Date	10	Y	end_date	03/31/2015	End date of medical plan
13	Alpha	1	N	wellness_flag	Y/N	Wellness coverage (optional)
14	Alpha	1	N	tobacco_flag	Y/N	Tobacco indicator (optional)
15	Alpha	1	Y	cobra_flag	Y/N	Cobra Indicator (employee on cobra)
16	Alpha/Num	10	Y	employer_id	100234	Provided by Accord
17	Alpha	10	N	change	Y or Blank	Field for updating existing records

1.4 EDI File Layouts – Dependent Medical Information

The benefit file is generally obtained from customer's HRIS or benefits administration system. This data includes the medical benefit plan information for all non-terminated dependents and dependents on Cobra. This data is sent to ACCORD on a monthly basis

Naming Convention: employerid_depmed_mmdyyy.csv (no spaces in name)

Field Position	Type	Maximum Length	Required	Field Name Must be all lower case	Sample Data	Field Description
Dependent Information						
1	Num	9	Y	ssn	444444444	Social security number (<i>do not include formatting</i>)
2	Num	10	Y	employee_id	123456	Payroll ID #
3	Num	3	V	dep_id	1,2,3, etc.	Dependent ID number (optional if stored by HRIS)
4	Alpha	10	Y	relationship	CH, SP, DP	Relationship Indicator
5	Alpha	35	Y	first_name	John	First Name Field
6	Alpha	35	Y	middle_name	J.	Middle Name Field
7	Alpha	35	Y	last_name	Smith	Last Name Field
8	Num	9	Y	dependent_ssn	333444444	Dependent Social security number (<i>do not include formatting</i>)
9	Date	10	Y	dependent_dob	07/15/2005	Dependent Date of Birth
10	Alpha	1	Y	medical_flag	Y/N	Medical coverage indicator
11	Date	10	Y	start_date	03/15/2015	Start date of benefit
12	Date	10	Y	end_date	03/31/2015	End date of benefit
13	Alpha	1	Y	cobra_flag	Y/N	Cobra coverage (optional)
14	Alpha	1	Y	plan_name	PPO, HMO	Name of benefit plan
15	Alpha/Num	10	Y	employer_id	100234	Provided by Accord
16	Alpha	10	N	change	Y or Blank	Field for updating existing records

Appendix C – Sample Timeline

Below is a sample timeline for clients and providers to use when planning the implementation period

Activities	Expected Start Date	Responsible	Completion Date
Implementation Call <ul style="list-style-type: none"> • Introductions • Contact List • Contract and Forms • Implementation Guide • EDI File Specifications and Workflow • File Delivery Process • Timeline and Weekly Call Schedule • Questions 	TBD	Accord/Customer	Start Date +30 Days
Contracting	TBD	Accord/ Customer	Start Date +30 Days
Setup <ul style="list-style-type: none"> • Establish and Test Server set-up • Set up system completed • Receive first test file • Set user login to dashboard 	TBD	Accord	Start Date +20 Days
Testing <ul style="list-style-type: none"> • Feedback on test file • Receive 2nd test file • Load data and review 	TBD	Accord/ Customer	Start Date +15 Days
Training & Review <ul style="list-style-type: none"> • Approval of process • Additional testing, if required • User training of system and dashboard 	TBD	Accord/ Customer	Start Date +5 Days
Go Live	TBD	Accord/ Customer	Start Date +0 Days