



**CSURMA Athletic Injury Medical Expense Committee  
Claims Administration Agreement Special Meeting  
Agenda**

Meeting Date: October 14, 2014  
Time: 10:30 AM

Primary Location: CSU Long Beach, Ukleja Room  
1250 Bellflower Blvd.  
Long Beach, CA 90840

Legend: **A** = Action  
**I** = Information

**A. CALL TO ORDER**

**B. GENERAL ADMINISTRATION**

1. **CSURMA – AIME A-G Claims Administration Proposal** A p. 1  
*The Committee will be asked to review and discuss A-G Administrators proposed agreement presented at the Committee's May 19, 2014 meeting, taking action as necessary.*

**C. ADJOURNMENT**

*The AIME Committee is next scheduled to meet on November 3, 2014. If you have any questions regarding the agenda packet, please contact Stacey Weeks (415) 403-1448 or [sweeks@alliant.com](mailto:sweeks@alliant.com)*



August 12, 2014

Alliant Insurance Services, Inc.  
Attn: Mr. Robert Leong, First Vice President  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

**Re: CSURMA-AIME Claims Administration Extension of Services**

Dear Rob,

Thank you for all of your work and partnership for the CSURMA-AIME Program.

It is a privilege to be partnered with the CSU System, and we appreciate all of your efforts - and those of Alliant - to facilitate A-G as the AIME administrator.

I am including, attached to this correspondence, a copy of our original fee proposal set forth in our May meetings, along with our response to some of the administrative requests/items presented back from the subcommittee in late June.

As our contract effective date is July 1, please also let this letter serve as confirmation of our continuation of services until the Committee has had an opportunity to review the proposed contract, presented at the May 19<sup>th</sup> meeting.

Please let me know of any questions and progress, and we appreciate the opportunity to service the CSU System.

Thank you, Rob.

Sincerely,

A handwritten signature in black ink that reads 'Dixon F. Gillis'.

Dixon F. Gillis, President  
A-G Administrators, Inc.

**At the request of the Program Administrator:**



**Proposal for:**

**Claims Administration Services for the**



**Athletic Injury Medical Expense Program**

**Respectfully Submitted by:**



**Dixon F. Gillis, President**



California State University Risk Management Authority

# Athletic Injury Medical Expense Program Claims Administration Services Proposal

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May 19, 2014

Alliant Insurance Services, Inc.  
Attn: Ms. Stacey Weeks, Program Administrator  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

**Re: CSURMA-AIME Claims Administration Services Proposal**

Dear Ms. Weeks,

Thank you very much for the opportunity to present the enclosed proposal for Claims Administration Services for the CSURMA-AIME Program. A-G Administrators, Inc. is proud to have served as the claims administrator for the program since its inception in 1993. Just as the CSURMA-AIME Program is an innovative solution to collegiate athletic injury medical expenses, we too are innovators in the administration and cost containment of these programs. This proposal has been assembled for your review and is intended to provide you with the justification for our continued partnership, the proposed fee schedule, and insight into our model and the superior results it has produced for the CSURMA-AIME program.

A-G Administrators, Inc. has a unique business model and service approach that yields incredible transparency, financial stability and customer service for our clients. From setting up direct arrangements with medical providers, to being proactive in our benefit coordination processes, which is extremely important in the incredibly dynamic time in our nation's health insurance history, we look forward to continuing to implement our services to improve the CSURMA-AIME Program. Over the past 6 years, our unique approach has saved the program \$9,739,725 which represents a 41.46% savings on billed medical expenses that were not previously discounted. Our annual average savings for the program over the past 5 years (not including the present year) equals \$1,751,180. We are proud to provide such a tremendous return on investment for the program.

A-G Administrators, Inc. is not just your claims administrator; rather, our success is the direct result of an enhanced partnership with the program administrator and the member institutions. This is precisely why we take to heart the program's feedback as well as our role in bridging the claims management process with advising you on effective strategies in constant program improvement. We look forward to any opportunity to interact with you and answer any questions that you may have, and I thank you in advance for your time and consideration of this proposal.

Sincerely,

Dixon F. Gillis, President  
A-G Administrators, Inc.

# Mission Statement

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A-G Administrators, Inc. provides our partners with an unparalleled level of service, savings and reporting. It is our duty as a nationwide leader in student and sports insurance to serve our partners by reducing their administrative responsibilities and providing the best opportunity for savings on medical expenses and program costs. Our success in achieving our mission is supported by our 95% partner retention rate.

# The History of A-G Administrators, Inc.

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A-G Administrators, Inc. has been incorporated since 1983 and is currently headquartered in King of Prussia, Pennsylvania, 20 miles west of Center City Philadelphia. Our company was founded by Al Gillis (the “A-G” in A-G Administrators) as a Third Party Administrator (TPA) for local K-12 student accident insurance. Al grew the business from a K-12 insurance TPA into a full-service sports insurance specialist working with K-12 school districts, colleges and universities, national governing bodies, and other special risk markets. The company gained recognition for its reliable commitment to customer service, superior standards of claims processing, and fair and equitable pricing.

In late 2008, two of Al’s sons, Dixon and Jake, who had been in the business for 10 years with Al, purchased the ownership of the business and have been focused on steadily maintaining and building upon the core values of the company. The company relocated its headquarters in the fall of 2009 10 miles from our original location in Valley Forge to King of Prussia. With the move, A-G was able to enhance operational and technical efficiencies, position itself for manageable growth, and benefit the corporate culture of the firm and our clients in many ways.

Today, A-G Administrators, Inc. writes accident, health, and non-profit liability plans for K-12 programs, collegiate student and athletics programs, national governing bodies, many youth sports organizations, and special risk coverages to niche markets (camps, clinics, day cares centers, etc). We currently work with over 500 K-12 school districts, 325 colleges and over 2,000 special risk clients and are proud to be known as a leader in the marketplace for fair pricing and outstanding customer service. In a time when many of our peers are focused on removing customer contact and service from their program and replacing them with automated functions, A-G has continuously invested in serving our clients with human interaction and benefits while recognizing the enhanced efficiency and productivity that come with technological improvements through our “A-G On-line” access to claims reports and other functional improvements.

# General Company Information

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## Functions:

- Third-Party Administrator (TPA)
  - Administer plans
  - Coordinate benefits
  - Discount claims
  - Pay claims
- Managing General Underwriter (MGU) – underwrite and bind insurance
- Managing General Agency (MGA) – wholesaler in working with agents, brokers, and directly with clients

## Mailing Address:

A-G Administrators, Inc.  
P.O. Box 979  
Valley Forge, PA 19482

## Physical Address:

A-G Administrators, Inc. 860  
First Avenue, Suite 2  
King of Prussia, PA 19406

## Phone and fax numbers:

610-933-0800 – main telephone 610-933-2860 – fax

## Business Hours:

Normal business hours: Monday-Friday 8:00 am EST – 6:00 pm EST  
Email / cell phone contact established for after hour emergencies

## Website:

<http://www.agadministrators.com>

# Current Market Profile

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A-G Administrators, Inc. specializes in serving as a plan administrator for the accident insurance portion of your comprehensive insurance package. As an appointed wholesaler of non-profit liability, we can place all of your insurance needs; nevertheless, our value is realized through our unique approach in adjudicating the accident insurance program. We find that most cost savings (and most plan volatility) occurs in the accident portion of an organization's insurance program. Our market presence is very strong in the following accident insurance sectors:

## College & University - Intercollegiate Sports (ICS) & Student Accident & Health Market

- A-G Administrators, Inc. writes **over 325** colleges' and universities' plans
- Our current portfolio includes large consortiums and individual school plans including:
  - California State University System ICS
    - Nation's largest 4-year University System
    - Self-insured medical expense program
    - **29% realized savings** on total billed charges including deductible and co-pay write-offs ; **41% discount on all previously unadjusted claims** over the past 5 years through our unique claims discounting strategy
    - Directly negotiated savings of \$9.7M over the past 6 years
  - Texas A&M System
    - All 8 member institutions of the TAMU System
    - ICS, Catastrophic Sports and Student A&H Plans
    - Traditional High-Deductible ICS Plans
  - University System of Maryland
    - 10 member institutions of the USM
    - Student-Athlete Individual Accident & ICS Plans
    - Traditional Low and \$0 Deductible ICS Plans

## K-12 Market

- A-G Administrators, Inc. writes **over 500** K-12 school systems' Plans
- Includes Student Compulsory and Voluntary Accident, Sports, and Catastrophic Plans
- Exclusive officially-endorsed accident insurance provider for the Pennsylvania State School Board Association

## Special Risk (Youth Sports Organizations and National Governing Body) Market

- A-G Administrators, Inc. writes over **2000** Special Risk plans including camps, clinics, basic participant accident and participant catastrophic injury:
  - A myriad of youth sports organizations and leagues
  - USGA participant accident
  - USA Ultimate
  - US Rowing
- **Cut losses by close to 50%** in the first 3 years after taking over account from competitor through innovative claims management strategies

# Client Services

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## Customer Service Standards

Each one of our clients has a direct claims account manager and program manager. You will have the direct contact information of both of these individuals in order to provide you with fast, efficient customer service. We pride ourselves on going above and beyond in adjudicating claims and communicating with medical providers and our clients. In a day and age where technology and labor are outsourced or downsized, A-G is investing more in its people and its services to ensure our clients are getting unique and customized solutions. We believe that our “clients” are actually our business partners, and we approach every account as if it is our own! Our stewardship of the financial resources of the CSURMA-AIME program is reflected in the cost savings that we achieve. But just as important is the pride we take in providing a superior client experience.

## Technology Integration

Our state-of-the-art technology applications provide a suite of risk management products and services that are unmatched in the industry. “A-G Online” is our custom-built portal to your information and your school’s claim filing process. Through A-G Online, you can view your overall claims history; generate the reports that are necessary in developing comprehensive risk management strategies; or, check on the status of a specific claim in REAL TIME!!! Our portal provides you unparalleled transparency and instant access while ensuring the security of your information that the federal government mandates.

## Claims Reporting

Claims reports come in a variety of options and are delivered at each CSURMA-AIME committee meeting to assist in committee in trend analysis and program monitoring. While program monitoring and trend analysis is something that your program manager will do on an ongoing basis, we believe in providing transparency and keeping the committee informed on your program’s activity. We also monitor your accounts for high dollar claims, communicate with the committee about trends that we see developing that could negatively impact your program, and provide professional claims analysis and advice on risk aversion and loss control strategies throughout our partnership.

## Risk Management...Beyond just Insurance!

We aren’t just here to manage your claims! We value, without compromise, the trust, duty, honor, and accountability you place in us. At the same time, we understand that claims administration is just ONE of a number of tools to address the risks associated with sports participation. One disclaimer here, we are not COMPREHENSIVE risk management professionals, but our services and expertise go beyond traditional claims administration. Additionally, we have formed several partnerships to expand our offerings and bridge between clinical risk management (injury trends and prevention programs) and the data-driven world of claims analysis. This is where our reporting capacity meets your highly organized and integrated sports safety to produce really progressive results.

# Client Services

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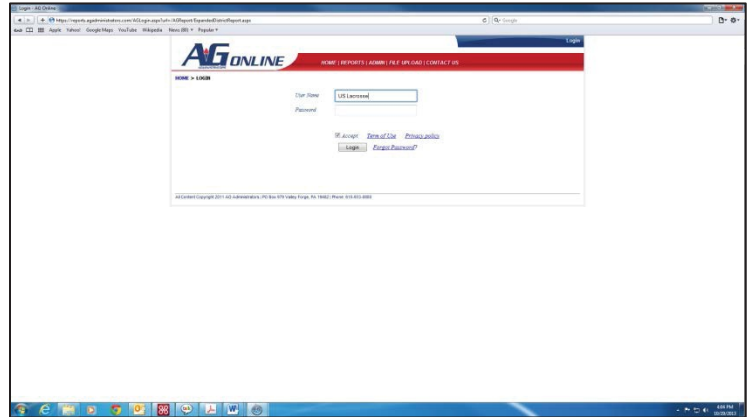
## Reporting & Transparency

A-G Administrators, Inc. has invested in the development of a proprietary web-based technology platform called “A-G Online”. A-G Online represents our continuous investment in building technology platforms that allows our clients to streamline the workflow of their insurance claims filing and monitoring. Through A-G Online, you can file claim forms and upload documents through a secure web portal, look-up a claim status in real time, and generate claims activity reports on demand. We are committed to providing our partners with the transparency you deserve in your insurance program.

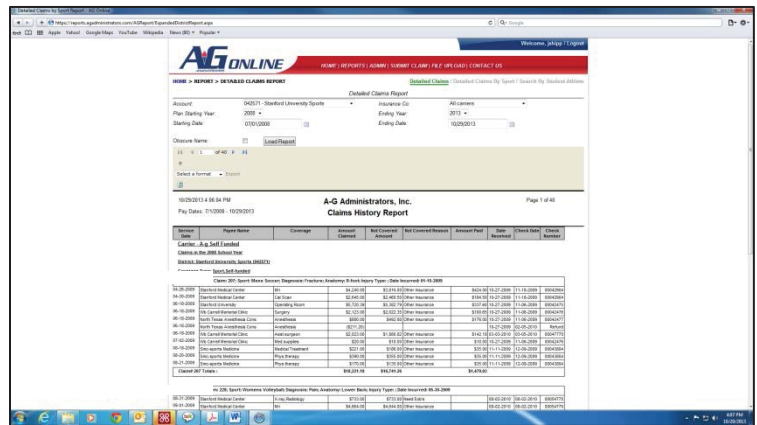


# Claims Submission, Status Lookup and Reporting System

**HIPAA-Compliant Security & Log-In Authentication**



**View Claim Reports Electronically or Export to Various Formats**



**Various Detailed Claims Reports Can Be Produced**



3/26/2010 9:29:10AM  
 School Year: 2009  
 Pay Dates: 05/01/2009 - 03/26/2010

**A-G Administrators, Inc.**  
**Claims By Payee**

School District

Payee	Number Of Claims	Total Amount	Average Claim
Advanced Plan Medicine Insur	1	69.00	69.00
Albionco Ltd	1	699.00	699.00
Cardiology Associates Pc	2	2,517.00	1,258.50
Cardiovascular Consultants	1	107.61	107.61
Civx	1	19,349.92	19,349.92
Cvs 952	16	3,077.84	192.36
Cyp Us	2	449.95	224.98
Cyp Us	1	52.58	52.58
Dr Larry Padden	1	12,000.00	12,000.00
Elbert City Ambulatory Sc	1	481.00	481.00
Emergency Medicine Assoc	1	44.40	44.40
Foot Management Inc	1	2,794.00	2,794.00
Hangar	1	1,275.00	1,275.00
Howard County General Hospital	1	209.00	209.00
Imag Associates Of Washington	1	57.72	57.72
Kennan Hospital	1	1,641.67	1,641.67
Kaiser Medical Company	1	1,026.84	1,026.84
Maximum Performance Pt	1	222.30	222.30
Marquetry General	3	1,053.94	351.31
Montgomery Orthopaedic Surg	1	4.74	4.74
National Orthopedics, Pc	2	169.50	84.75
Nuclear Med Wbc Physicians	1	49.00	49.00
Optics And Sports Medicine Llc	1	95.54	95.54
Physicians Services Washington	11	4,534.41	412.22

Maintaining security and integrity of Protected Health Information (PHI) is a top priority of our online system. Technical safeguards are in place to ensure the PHI contained in the real-time claim status and reporting feature of [www.agadministrators.com](http://www.agadministrators.com) is accessible only to authorized users.

### ACCESS CONTROLS

#### ■ Login

- Each user has a unique password 8-12 characters long with at least one upper case letter, at least one lower case letter and one number.
- User will be assigned preliminary password by A-G Administrators but must change password upon initial login and prior to gaining access to secure area.
- Password must be changed every 90 days and must be at least 4 characters different from previous password.
- If a user enters a wrong password one time the user will be prompted to enter the registered email address and security word.
- If a user fails to login after three attempts the IP address will be blocked. A-G Administrators unlocks the IP address.

#### ■ Automatic Logoff

- After 10 minutes of no activity, the system will automatically log the user off.

### TRANSMISSION SECURITY

#### ■ Secure Socket Layer

- The secure user area is in https protocol.

### IMPLEMENTATION SPECIFICATIONS

#### ■ Business Associate Agreement

- The technical security safeguards in place will minimize the vulnerability of PHI contained on [www.agadministrators.com](http://www.agadministrators.com). It is the responsibility of all users to reasonably and appropriately protect the confidentiality of PHI accessed from the secure section of the website. A signed Business Associate Agreement is necessary according to the rules and regulations of HIPAA as we are granting access to Electronic Protected Health Information.

# Business Model

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From a loss control (claims discounting) perspective, A-G Administrators, Inc. implements a unique claims discounting strategy, advanced understanding of coordination of benefits and superior technology application to produce incredible financial stability and transparency in the CSURMA-AIME program. Today, A-G Administrators, Inc. partners with **over 325 colleges and universities, over 500 K-12 schools and school systems, several national governing bodies and many youth sports organizations** to deliver the risk management and insurance solutions that result in long-term financially sustainable programs and peace of mind; making us the best value in the business. Over our entire 30 year history, we boast a 95% retention rate. We believe this is the strongest indicator of the success of our model and customer-focused goals.

## Claims Discounting Strategy and Coordination of Benefits

A-G Administrators, Inc. takes a unique approach to discounting and paying claims. Like our competitors, we will coordinate benefits with an athlete's personal insurance plan and pay residual bills. This is increasingly an automated process; however, not every claim works well in an automated environment. What happens when a member does not have personal insurance or is seeking services outside of his/her personal insurance's network? This is where our unique approach in the industry can really save you money! While most of the industry is trying to automate this entire process, we retain a manual approach when it is financially beneficial and have an advanced understanding of coordinating benefits with your athletes' personal health insurance plans. This is particularly important in our current rapidly changing health insurance environment in the state of California.

You demand that your student-athletes receive the best health care possible, doctors and health care providers want to get paid quickly, and nobody wants frustration in the process. We understand this which is why A-G pays claims faster than anyone on the market, and we are proactive and aggressive in our cost savings practices. We establish relationships and direct discounting contracts with providers whenever feasible and work to maximize the benefits from your student-athletes' personal insurance plans. To our knowledge, we are the only ones in the industry who routinely negotiate direct discounting deals for our clients while not charging extra for this service. Please see the following page for the claims discounting report that demonstrates the positive impact our approach achieves in the financial stability of your program.



**CSURMA - AIME**  
**ATHLETICS INSURANCE PROGRAMS CLAIMS PAID & SAVINGS REPORT**  
**2008 THRU 2013 PLAN YEARS AS OF APRIL 30, 2014**  
**A-G ADMINISTRATORS, INC.**



<b>PLAN YEAR</b>	<b>NUMBER OF CLAIMS</b>	<b>BILLED MEDICAL EXPENSES</b>	<b>PRIMARY INS REDUCTION</b>	<b>CSU PROVIDER DISCOUNT</b>	<b>A-G DISCOUNTS</b>	<b>CSU PAYMENTS</b>
2008 PLAN YEAR	1,029	\$ 7,948,077	\$ 3,152,883	\$ 1,484,422	\$ 1,098,762	\$ 2,212,011
2009 PLAN YEAR	1,018	\$ 7,566,683	\$ 3,446,974	\$ 727,550	\$ 1,147,665	\$ 2,244,494
2010 PLAN YEAR	1,141	\$ 10,978,193	\$ 4,604,412	\$ 1,313,193	\$ 2,101,641	\$ 2,958,947
2011 PLAN YEAR	1,221	\$ 9,924,014	\$ 4,436,908	\$ 745,293	\$ 2,137,189	\$ 2,604,624
2012 PLAN YEAR	1,278	\$ 9,919,967	\$ 4,479,507	\$ 497,302	\$ 2,270,645	\$ 2,672,513
2013 PLAN YEAR	711	\$ 4,424,692	\$ 1,844,046	\$ 541,587	\$ 983,823	\$ 1,055,236
<b>TOTALS</b>	<b>5,891</b>	<b>\$ 50,761,626</b>	<b>\$ 21,964,730</b>	<b>\$ 5,309,347</b>	<b>\$ 9,739,725</b>	<b>\$ 13,747,825</b>

*"Billed" column minus the "Primary" column minus "CSU Prov Disc" column minus "A-G Discounts" column "CSU Payments"*



## WHY A-G ADMINISTRATORS, INC. IS RIGHT FOR CSURMA-AIME!!

- A-G Administrators, Inc. has achieved an annual average savings of \$1,751,180 on CSURMA-AIME claims over the past 5 years on behalf of the program.
- Over the past 6 years, A-G Administrators, Inc. has directly saved the program \$9,739,725 through our unique approach to claims discounting by a combination of direct negotiation and PPO network discounting.
- The \$9.73M in savings represents a 41.46% savings on previously undiscounted claims. This percentage dramatically exceeds average cost savings of secondary insurance PPO networks alone.
- To the best of our knowledge, A-G Administrators, Inc. is the only TPA who does not charge a fee to our clients for our directly negotiated discounts. This represents a major cost savings to the CSURMA-AIME program and further strengthens our role as a partner and steward of the program's financial resources.
- A-G Administrators, Inc. takes pride in our partnership approach with the CSURMA-AIME that has added value through our expert advice in helping guide the member institutions in negotiating direct discounting arrangements with its team providers.
- A-G Administrators, Inc. has specialized in claims administration of athletic accident insurance programs for colleges and universities since 1983 and is proud to have served the CSURMA-AIME program since its inception.
- A-G Administrators, Inc. utilizes a fully computerized claims reporting system offering efficient and accurate claims processing with reports available on demand.
- A-G Administrators, Inc. provides claims administration for some of America's leading educational institutions.
  - Coverage for over 325 colleges and universities
  - Administrator for the California State University system intercollegiate sports accident program providing administrative services to 21 university athletic programs.
  - Endorsed administrator for Pennsylvania School Board Association (PSBA) providing accident coverage to 165 public schools in Pennsylvania.

# Proposed Fee Schedule

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Current Average Annual Claim Base (actualized for medical inflation) = \$3,196,401  
Premium if this were a fully insured program = \$5,240,002  
Current Average Savings Achieved DIRECTLY by A-G Administrators, Inc. = \$1,751,180

2013-2014 Current Fees	
Program	Fee
CSURMA-AIME	\$125,000
CSU-East Bay Addition	\$5,000
Club Sports Addition	\$5,000
<b>Total Fees</b>	<b>\$135,000</b>

2014-2017 Proposed Fees:  
Please see handout

# Proposed Fee Schedule

**Current Average Annual Claim Base (actualized for medical inflation) = \$3,196,401**  
**Premium if this were a fully insured program = \$5,240,002**  
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2013-2014 Current Fees	
Program	Fee
CSURMA-AIME	\$125,000
CSU-East Bay Addition	\$5,000
Club Sports Addition	\$5,000
<b>Total Fees</b>	<b>\$135,000</b>

	Proposed Fee	% of Claim Base	% of Premium (if insured program)
2014-2015 Plan Year (all inclusive)	\$150,000	4.69%	2.86%
2015-2016 Plan Year (all inclusive)	\$160,000	5.01%	3.05%
2016-2017 Plan Year (all inclusive)	\$170,000	5.31%	3.24%
2017-2018 Plan Year (all inclusive)	\$175,000	5.47%	3.34%
2018-2019 Plan Year (all inclusive)	\$180,000	5.63%	3.44%



Response to  
CSURMA-AIME Program Committee's  
Request to Review  
Claims Administration Services

Submitted By:



A-G Administrators, Inc. thanks the CSURMA-AIME Advisory Committee for its feedback and opportunity to respond to service concerns on the claims administration services we provide to the program. A-G respectfully submits the following responses to the points presented in Exhibit I:

### **1. Conduct On-line training webinars ASAP**

A-G Administrators, Inc. looks forward to conducting on-line training webinars to include program orientation, review of the *Plan of Benefits*, and training on our online claims management system, "A-G Online". Our planned webinar slides are attached as Exhibit II. We also look forward to receiving an updated *Plan of Benefits* as we have previously requested and reviewing this with the sub-committee prior to commencing our online webinars with member institutions. A-G Administrators, Inc. last received an updated *Plan of Benefits* in the RFP in 2008-2009 (See Exhibit III). Our planned webinar includes a review of this *Plan of Benefits* to ensure we are all on the same page and that member institutions are properly oriented to the program, its coverages, and the mechanics of filing claims, checking on claim status, and confirming payment of outstanding claims.

### **2. Develop Claim Process Structure**

- On-line Claim form completion/submission
- Acknowledgment of receipt of A-G Claim form – on-line
- Pending/approval procedure – on-line
- Follow up on-line Claim form procedure
- Approval/denial on-line Claim procedure
- Payment/negotiation Claim follow up procedure
- Ability to access on-line reports for claim status

Per the 2009 RFP for Third-Party Claims Administration Services and the *Third Party Administrative Services Agreement* (see Exhibit IV), A-G has maintained "A-G Online" to satisfy the requirements of the RFP and our duties as defined in the agreement under which we have been working since 2007. As A-G strives to constantly improve our program and service to CSURMA-AIME, we have worked diligently to enhance this system to provide all of the bulleted points listed above. We understand this is above and beyond the required Scope of Work; however, we do believe this enhancement will benefit all parties involved. As the program stands currently, successful claim forms submissions via A-G Online are acknowledged with an auto-message and a log and image of the forms are stored on the system for easy retrieval and reports are accessible on-line that detail paid claims as well.

### **3. Plan of Benefit**

- A-G schedule meeting (teleconference) with Sub-Committee to review the Plan of Benefits with A-G/Sub-Committee
- Discuss in detail the governance of the Plan of Benefits
- Confirm A-G is adhering to the claims payment/denial structure as set forth in the Plan of Benefits
- Develop a process to answer questions of A-G regarding claim approval/denial

A-G Administrators, Inc. looks forward to scheduling a teleconference with the Sub-Committee and reviewing the current *Plan of Benefits*, detail of the governance of the *Plan of Benefits*, confirm adherence to the *Plan of Benefits* and detail the processes we have in place to answer inquires on claim status as well as the enhancements we have made to this process as a result of our desire for constant improvement as well as the feedback of the CSURMA AIME Committee. We look forward to receiving an updated *Plan of Benefits* prior to this teleconference along with an updated census of intercollegiate and club sports as having this information is vital to the governance of the *Plan of Benefits* as well.

#### **4. A-G Service Performance**

- Staffing issues – slowness in responding to inquiries
- A-G’s indication of the increase in claim filing and lack of service in claim approval/payment process by A-G
- Pending/approval/denial procedure implemented by A-G

A-G Administrators, Inc. looks forward to reviewing staffing and service issues as well as reviewing the *Third Party Administrative Services Agreement* ([see Exhibit IV](#)) which details our duties in claims administration and responsiveness as well as the duties of the CSURMA AIME program in providing all itemized bills and primary insurance EOBs to A-G Administrators, Inc. in addition to claim forms for each claim. We understand this program is a partnership and in the interest of the partnership, we are confident that we have performed admirably in protecting the financial assets of the program, processing claims as can reasonably be expected, and answering inquires to the best of our ability in the face of increasing financial strain on the program, decreasing contribution of primary insurance, and increased strain on the human resources of the CSU member institutions which limit some of the individual schools’ ability to provide us with these documents. At the same time, we understand that we can always improve upon our processes and have taken the feedback of the members in the annual survey as well as that of the committee to enact quality control measures moving forward. We look forward to reviewing these with the (Sub-)Committee on our teleconference and in our webinars.

# Exhibit I

## **A-G ADMINISTRATORS**

### **1. Conduct On-line training webinars ASAP**

### **2. Develop Claim Process Structure**

- On-line Claim form completion/submission
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- Staffing issues – slowness in responding to inquiries
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- Pending/approval/denial procedure implemented by A-G

# Exhibit II



# 2014-2015 ATHLETIC INJURY MEDICAL EXPENSE (AIME) PROGRAM ORIENTATION

Claims Administrator:



James Shipp, ATC

Program Administered by:




# INTRODUCTIONS (WHO'S WHO)

---

- CSURMA Executive Committee
  - CSU & Campus Risk Managers
- CSURMA-AIME Committee
- Program Administrator - 
- Claims Administrator - 
  - Coordinate claims process
  - Discount claims/protect financial assets of the program
  - Pay claims according to Plan of Benefits

# AGENDA & GOALS

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- General overview of the CSURMA-AIME Program
- What does the program cover? Not cover?
- Claims filing process &  demo
  - Completing & submitting a claim form
  - Document (EOBs & Itemized bills) uploading / filing
  - Viewing claim reports
- Best practices & keys to success for the program
- Questions & Answers

# OVERVIEW OF THE PROGRAM

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- NCAA Catastrophic Plan=\$90,000 Deductible / NAIA=\$25,000
- NCAA Division I Bylaw 3.2.4.8 (Paraphrase)
  - Members must certify insurance coverage up to the deductible amount for S-As and PSAs attending summer school
  - Sources:
    - Dependent on Parent/Guardian Insurance
    - Participants' Insurance
    - Institution
- Intent = No out-of-pocket cost to a student-athlete for athletically-related injury, No gap in coverage to catastrophic deductible

# CSU SOLUTION

- Risk Managers (CSURMA) formed self-funded risk retention pool
  - AKA: CSURMA-AIME Program
  - Purpose: to pay out-of-pocket expenses
    - Student-Athlete has primary insurance:
      - Pays Co-pays, Deductibles, Co-Insurance (patient responsibility)
    - Student-Athlete does NOT have insurance or is out-of-network
      - No private Insurance
      - Kaiser or other HMO

# EXCESS ACCIDENT RISK POOL

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- Definitions
  - Covered Activities:
    - CARA (Athletics)
    - Officially-sponsored practices and games (Club Sports)
  - Covered Group (Blanket Policy)
  - Excess Provision -
    - Excess to ALL other payable benefits
- Travel - Covered under separate travel program

# BENEFIT HIGHLIGHTS

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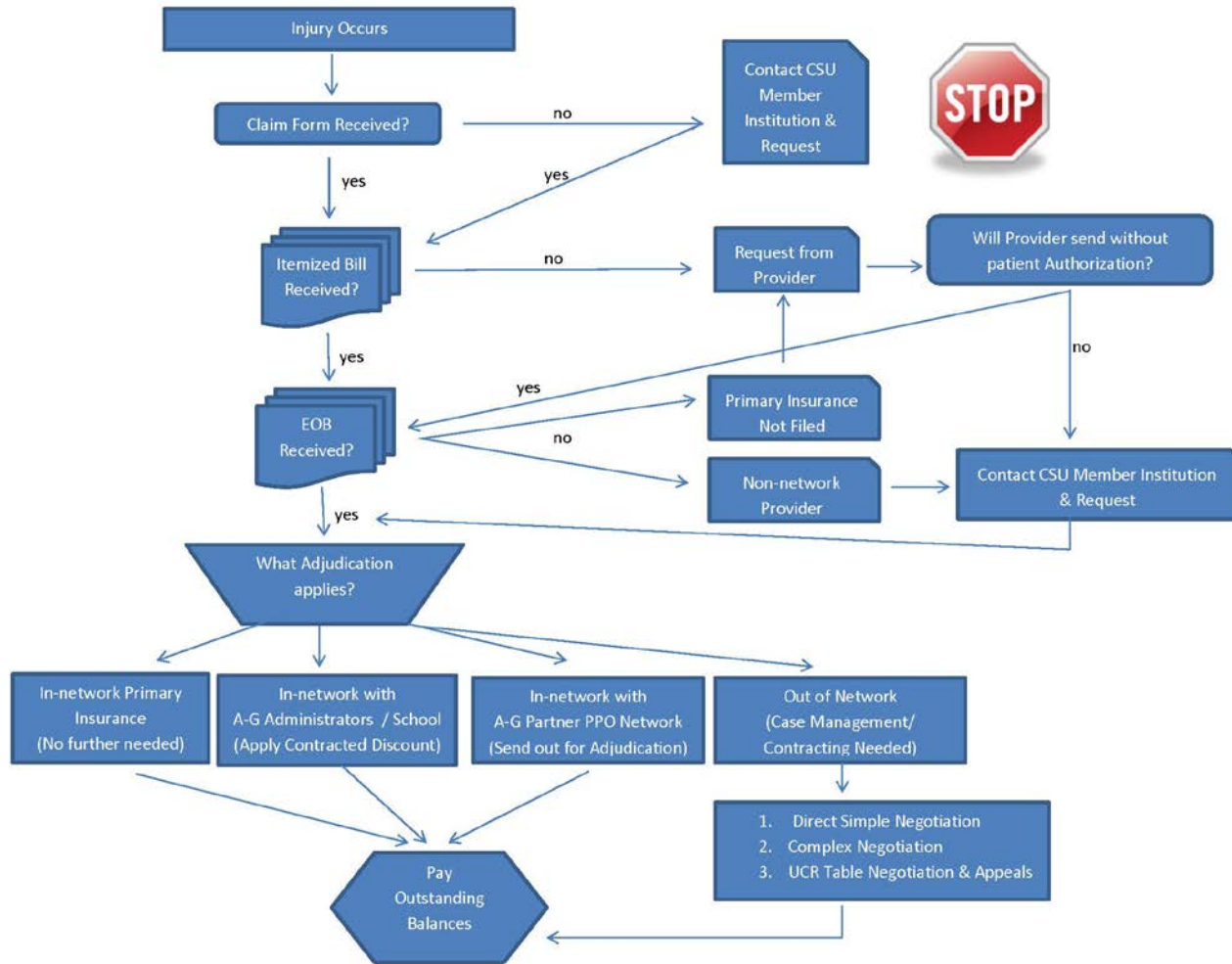
- Medical Expenses
- HMO/PPO Provision
  - Primary insurance is out-of-network
- Expanded Medical Benefits Provision
  - Re-injury of prior injury if cleared to participate
  - Strains/overuse - usually not "an accident"
  - Cardiovascular Accident Benefit
    - Heart & Circulatory, Heat Related issues, Syncope
    - Classic Exclusion - ECG/Echo ordered as part of PPE
    - Initial care but not f/u if congenital condition
- Guest/Recruit Coverage
  - New NCAA Basketball Legislation
  - PSAs on Official Visits and their parents

# ADMINISTRATIVE RESPONSIBILITIES

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1. Submit claim form for all covered injuries
2. Send primary insurance info to A-G with claim form
3. Review and approve claims for payment
4. Forward all claims, itemized bills & primary insurer's Explanation of Benefits forms (EOBs) to A-G Administrators, Inc.

# CLAIMS ADMINISTRATION WORKFLOW



# SUBMITTING FORMS

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- 3 Preferred Mediums
  - Secure online upload via  **AG** ONLINE
  - Email: [claims@agadm.com](mailto:claims@agadm.com)
  - Fax: 610.933.4122
  
- Optional Method: USPS





# FORMS - EOB

For services provided by ROBERT SMITH

Premera received this claim on March 16, 2012.  
Processing completed on March 17, 2012.

**1** Explanation of Benefits (EOB)

Claim Detail for IMA MEMBER, Claim # 123456789012, for service on 01/29/2012 – 01/29/2012

2	3	4	5 Your Plan Discounts & Payments				6 Your Responsibility				14	
			6	7	8	9	10	11	12	13		
Service/Product	Dates of Service	Amount Billed	Premera Network Discount	Amount Paid By Your Health Plan	Amount Paid By Another Source	Total Plan Discounts & Payments	Copay	Deductible	Coinsurance	Amount Not Covered	Your Total Responsibility	Claim Notes
IMMUNIZATION	01/29 – 01/29	21.00	4.20	16.80	0.00	21.00	0.00	0.00	0.00	0.00	0.00	PPC
IMMUNIZATION	01/29 – 01/29	32.00	0.00	32.00	0.00	32.00	0.00	0.00	0.00	0.00	0.00	
<b>Totals</b>		<b>\$53.00</b>	<b>\$4.20</b>	<b>\$48.80</b>	<b>\$0.00</b>	<b>\$53.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**My Deductible Summary**

Your carryover deductible: \$500.00

Your individual in-network deductible: \$2,500.00  
Amount you have paid to date = \$500.00

Your family in-network deductible: \$2,500.00  
Amount you have paid to date = \$500.00

**My Funding Account Summary**

Your funding account paid \$0.00 on this claim.

Your remaining family balance is \$0.00.

For more information relating to your funding account, please see your benefit booklet or log in to [premera.com](http://premera.com).

**14** Claim Notes: THIS CHARGE EXCEEDS THE AMBULATORY PAYMENT CLASSIFICATION (APC) RATE.

If you have any questions about your EOB call Customer Service at 800-676-1471, Monday through Friday, between 8:00 a.m. and 5:00 p.m., Pacific Time.  
Para obtener ayuda en español, llámanos al número de teléfono que se indica arriba.  
Sa pagaramo ng tulong sa Tagalog, tawagan kami sa nasa itaas na numero ng telepono.  
如果使用中文字獲取幫助，請撥打上面的電話號碼聯繫我們。  
Dine k'ehji yáht'i'giti shika'adootwot ninizigo dii béeh bee hane'e' bich'i' hodilink.

Our TDD/TTY number for the hearing-impaired is 800-842-5357.

**15** Benefit Booklet Information:  
123 If this was a denial, there may be benefit booklet language here to explain the denial. If this was a denial, there may be benefit booklet language here to explain the denial and it will run across the page... [w/zip]



**AG**  
ADMINISTRATORS **ONLINE** **DEMO**

# GETTING THE MOST VALUE

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- Team Providers
  - Work in concert to establish service & financial contract
  - When no insurance or primary is out-of-network
    - Can we use facilities that are contracted?
    - Will the provider try to pre-cert if out-of-network HMO?
- Coordinating Benefits with Primary Insurance
  - ALL Plans - Commercial, MediCal, Covered California
  - HMOs - Can provider pre-cert???
  - “Ensure” Provider has applied network Discount
  - “Ensure” Primary Insurance has paid what they owe

# GETTING THE MOST VALUE

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- DISCOUNTING!!!!!!
  - CSU Member Institution Initiated (We can advise/help)
  - A-G Administrators, Inc. Initiated
    - Direct Contracting
    - Direct Case Management
    - PPO Networks
- Faster isn't always better

# SUMMARY

- CSURMA – AIME
  - Self-funded risk retention pool
  - A-G Administrators, Inc. is here to serve the claims administration process by:
    1. Ensuring accuracy of claims
    2. Protecting the financial assets of the program
- Proper claims administration results in protection of the financial assets of the program

# QUESTIONS?

# Exhibit III

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## APPENDIX C PLAN OF BENEFITS

### PLAN OF BENEFITS SPECIALLY DESIGNED FOR THE ATHLETES OF THE CALIFORNIA STATE UNIVERSITY SYSTEM

#### 2008-2009 Plan Year

Following is a plan of benefits that is self-funded by the participating campuses of the California State University System (hereinafter referred to as CSURMA/AIME) in excess of other valid and collectible insurance.

#### **PART I - COVERED PERSONS**

Any regularly enrolled student who is a participant on the intercollegiate team roster of the participating CSU campus, or is engaged in scheduled activities to become a roster participant of an intercollegiate team of the participating CSU campus.

#### **PART II - COVERED ACTIVITIES**

Benefits are limited to injuries sustained during participation in regularly scheduled intercollegiate sports events of the participating CSU campus, including during the regular season for such sport and the supervised or *customary activities within the scope of such sport*. Coverage includes the sports listed on the sports census from each participating CSU campus.

#### **PART III - DEFINITIONS**

“Expense” means those charges that would be made even in the absence of these benefits for treatment and service performed and supplies furnished which are usual, reasonable and customary charges as compared to charges for like treatment, service and supplies in the geographic area where treatment is performed.

“Extended care facility” means an institution operating pursuant to law which is engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a doctor and graduate registered nurses, to persons convalescing from illness. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a medical expense under this policy, the covered person’s confinement in an extended care facility must:

- start within five (5) days after the covered person has been continuously confined for at least five (5) days in a hospital as a result of a covered accident; and
- be for treatment of the injuries resulting from such covered accident; and
- be one during which a doctor visits the covered person at least once every thirty (30) days; and
- be certified to be medically necessary by the attending doctor; and
- not be for routine custodial care.

“Home health care” means nursing care and treatment of a covered person in his/her home as part of an overall extended treatment plan. To qualify, the plan must:

- be established by and approved in writing by the attending doctor; and
- be provided by a hospital certified to provide home health care services or by a certified home health care agency; and
- commence within seven (7) days of discharge from a hospital or extended care facility; and
- be preceded by a hospital or extended care facility confinement of five (5) days or more.

No benefits will be paid for home health care services which are general housekeeping services or custodial care services, or which are provided by a member of the covered person's immediate family or by an individual who resides with the covered person.

"Hospital" means an institution that meets all of the following requirements:

- it is licensed (if required) as a hospital; and
- it is open at all times; and
- it is operated mainly to diagnose and treat illnesses on an inpatient basis; and
- it has a staff of one (1) or more doctors on call at all times; and
- it has twenty-four (24) hour nursing services by registered nurses; and
- it is not mainly a skilled nursing facility, clinic, nursing home, rest home, convalescent home or like place; and
- it has organized facilities for surgery or provides for such facilities for its patients through formal written agreement with other hospitals.

"Injury" means bodily injury caused by an accident occurring while these benefits are in force as to the insured whose injury is the basis of claim and which results directly and independently of all other causes in loss covered by these benefits.

"Intoxication" or "intoxicated" means that the level of alcohol in the blood of the covered person exceeds the level above which a person is presumed, in the locale in which the accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether the covered person is in fact operating a motor vehicle when the injury or loss occurs.

*"Luxury Item" Treatments, devices or other healing-related items which represent new or unique methodologies of treatment that are not representative of prevailing procedures utilized for such injuries. For example, a custom bone stimulator for a stress fracture versus casting or rest. Luxury items shall be limited to medical necessity only.*

"Physician" means a person not related to the covered person licensed for the practice of medicine, osteopathy, dentistry, optometry, physical therapy, podiatry, or other legally licensed provider acting within the scope of his license. Specialists must be referred by the CSU campus team physician.

"Usual, reasonable and customary charge" means the normal charge, in absence of insurance, of the provider for the service or supply, but not more than the prevailing charge in the area for a like service or supply. A like service is of the same nature and duration, requires the same skill, and is performed by a provider of similar training and experience. A like supply is one that is identical or substantially equivalent. "Area" means the municipality (or in the case of a large city, the subdivision thereof) in which the service or supply is actually provided or such greater area as is necessary to obtain a representative cross-section of charges for a like service or supply.

## **PART IV - BENEFITS**

### **Medical Expense**

When a covered person requires medical services as the result of an injury covered under these benefits, the CSURMA/AIME will pay the expenses actually incurred for the necessary treatment of such injury. Expenses include:

1. Physician and surgeon fees
2. Dentist fees for injury to sound and natural teeth
3. Cost of confinement in a hospital or medically necessary extended care facility
4. Use of a hospital emergency room
5. Cost of home health care
6. Anesthetic (including administration thereof)
7. X-ray examinations or treatments

8. Laboratory tests
9. Prescription drugs, if prescribed by the covered person's physician
10. Physical therapy
11. Orthopedic appliances if prescribed by the covered person's physician (not chiropractor)
12. Chiropractic care up to a maximum of \$1,000

*Payment as primary on the first \$2,500 of diagnostic billings for covered conditions, when the student has an HMO coverage plan.*

The first expense must be incurred within 120 days of the date of accident and only expenses incurred within 104 consecutive weeks from the date of accident will be reimbursed hereunder, up to a maximum of \$75,000 as the result of one covered person's accident. *Claims must be submitted within 18 months of the date of service for follow up treatment.*

The amount of benefits available from the Plan shall be reduced by an amount equal to the greater of:

- The amount payable under any other plan of insurance as determined under C. set forth below, or
- The amount of \$0.00 or such larger amount as is designated as a deductible applicable to the particular sport or sports by the participating institution as shown in the participation agreement.

**Expanded Medical Benefits shall include the following:**

1. A re-injury or aggravation of an injury sustained prior to participation in the participating CSU campus athletic program provided the covered person was provided medical clearance to participate in the appropriate athletic activity by the CSU campus team physician, and such re-injury or aggravation occurs in a covered event;
2. The following list of conditions that are attributable to exertion from participating in a covered activity: tendonitis, bursitis, hernia, strains, sprains, shin splints, stress fractures and similar conditions.
3. Cardiovascular accident or similar traumatic event caused by exertion while participating in a covered activity. The CSURMA/AIME will provide benefits for the actual injury sustained and testing, but not the follow up care if the condition is found to be congenital in nature.

**Excess Provision**

The benefits described above shall be payable only on an excess basis over and above any benefits or services provided for by any of the plans listed below, regardless of any coordination of benefits, non-duplication of benefits or similar clause contained in such plans.

The word "plan" means any of the following that provides benefits for medical or dental care or treatment:

1. Group, blanket, or franchise health insurance coverage;
2. Any other arrangement of coverage for individuals in a group, whether insured or uninsured;
3. Any prepaid service arrangement such as Blue Cross or Blue Shield individual or group practice plans, or health maintenance organizations;
4. Any amount payable for hospital, medical or other health services for accidental bodily injuries arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever name called, including such benefits mandated by law) of any automobile insurance policy;
5. Any coverage under labor-management trustee plans, union welfare plans, employer organization plans, or employee benefits organization plans;

6. Any plan or program solely or largely provided by or through any government action or law to the extent that benefits are payable under such plan or program.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be considered in determining the applicability of this provision. The benefits payable under a plan shall include the benefits that would have been payable had a claim been duly made.

The benefits payable shall be reduced to the extent necessary so that the sum of such reduced benefits and all the benefits provided for by any other plan shall not exceed the total of the expenses incurred by the covered person.

#### **HMO/PPO Provision**

If a student athlete suffers a loss while this plan is in force and they have coverage with an HMO or PPO that would deny coverage for service outside its geographic area or its provider network, the CSURMA/AIME will cover for such expense if the CSU campus Athletic Director has approved such expenses.

#### **Third Party Refund**

When a covered person is injured through the negligent act or omission of another person (the "third party") and benefits are paid under the Plan as a result of that Injury, the Risk Pool is entitled to a refund by the covered person of all Plan benefits paid as a result of the Injury. The refund must be made to the extent that the covered person receives payment for the Injury from the third party or that the third party's insurance carrier. We may file a lien against that third-party payment. Reasonable pro-rata charges, such as legal fees and court costs may be deducted from the refund made to the Risk Pool. The covered person must complete and return the required forms to the Risk Pool upon request.

#### **PART V - EXCLUSIONS**

No benefits are payable for:

1. Suicide or any attempt thereof by a covered person;
2. Intentionally self-inflicted injuries;
3. Infections, except pyogenic infections due to accidental cut;
4. Accident occurring while the covered person is operating, or learning to operate, or performing duties as a member of the crew of any aircraft;
5. Dental treatment, except as a result of injury to sound and natural teeth as provided for in these benefits;
6. Replacement of eyeglasses, or eye examinations of the correction of vision or fitting of glasses unless an injury has caused impairment of sight;
7. Injury for which the covered person is entitled to benefits under any Workers' Compensation Act or law or similar legislation;
8. The covered person being intoxicated, unless administered on the advice of a physician;
9. Any injury occurring other than as a participant in a CSU campus intercollegiate athletic event, or the practice thereof;
10. Expenses for the treatment of sickness or disease in any form.

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**PART VI - GENERAL PROVISIONS**

1. No statement made by the covered person shall void the benefits there under unless continued in a written instrument signed by the covered person. All statements contained in any such written instrument shall be deemed representations and not warranties.
2. No staff has authority to change these benefits or waive any of its provisions. No change in these benefits shall be valid unless approved by the CSURMA Board of Directors and the AIME Committee and evidenced by amendment to these benefits.
3. Written notice of loss must be given to the CSURMA/AIME Claims Administrator within thirty (30) days after the date when such loss occurred. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice, and that notice was given as soon as was reasonably possible.
4. Written proof of loss must be furnished to the CSURMA/AIME Claims Administrator within ninety (90) days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.
5. All benefits are payable immediately after receipt of due proof.
6. The CSURMA/AIME shall have the right and opportunity to examine the covered person when and as often as it may be reasonably required during the pendency of claim. Such examination shall be at the CSURMA/AIME expense.
7. Benefits are payable to the covered person, except that the CSURMA/AIME, at their option, may make payment for hospital, surgical or medical service directly to the hospital or person or persons furnishing such service.
8. No action at law or in equity shall be brought to recover prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of these provisions and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which proof of loss is required by these provisions.
9. If any time limitations of these provisions with respect to giving notice of claim or furnishing proof of loss, or the bringing of an action at law or in equity is less than that permitted by California law, such limitation is hereby extended to agree with minimum period permitted by such law.

**ADMINISTRATIVE RESPONSIBILITIES OF THE CSURMA/AIME**

1. Send primary insurance information to the Claims Administrator when a notice of claim is submitted.
2. Develop and print claim forms.
3. Review and approve claims for payment.
4. Forward all claims, itemized bills and primary insurer's Explanation of Benefits forms (EOBs) to the Claims Administrator.
5. Provide funds to the Claims Administrator for establishment of a claims paying checking account.

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### ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

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The Accidental Death & Dismemberment benefit is limited to:

1. Traveling directly to or from play or practice of an intercollegiate sport, as a team or member of a team which is sponsored and authorized by the California State University.
2. Participating in play or practice of an intercollegiate sport, sponsored by the California State University.
3. Off-season physical conditioning of a participating intercollegiate sport sponsored and supervised by the California State University.

Principal Sum - \$15,000.00

If an Insured person's injury results in any of the following losses within the Loss Period of 365 days after the date of accident, the Company will pay the sum shown opposite the loss:

Life	\$ 15,000.00	
Both Hands or Both Feet or sight of Both Eyes		\$ 15,000.00
One Hand and One Foot		\$ 15,000.00
Speech and Hearing		\$ 15,000.00
Either Hand or Foot and Sight of One Eye		\$ 15,000.00
Either Hand or Foot	\$ 7,500.00	
Sight of One Eye	\$ 7,500.00	
Speech or Hearing	\$ 7,500.00	
Thumb and Index Finger of Either Hand		\$ 3,750.00

Loss shall mean with regard to:

- hands and feet, actual severance through or above the wrist or ankle joints;
- sight, speech or hearing, entire and irrecoverable loss thereof;
- thumb and index finger, actual severance through or above the metacarpophalangeal joints.

The Company will not pay more than the Principal Sum for all losses due to the same accident.

Benefits payable are in addition to benefits under Part A of the Plan of Benefits.

Accidental Death & Dismemberment benefits are provided through an insurance policy purchased by the CSURMA/AIME: Mutual of Omaha Policy #: T5MP-SP-34363.

# Exhibit IV

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY**  
**ATHLETIC INJURY MEDICAL EXPENSE PROGRAM**  
**THIRD PARTY ADMINISTRATOR AGREEMENT**

This AGREEMENT is entered into as of this 1<sup>st</sup> day of July, 2006 by and between A-G ADMINISTRATORS, INC. with offices at P.O. Box 979, Valley Forge, PA 19482 (hereinafter referred to as "AG") and the CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY, a joint powers entity duly formed pursuant to California Government Code beginning with Section 6500, (herein referred to as "CSURMA") and its ATHLETIC INJURY MEDICAL EXPENSE PROGRAM with offices at 401 Golden Shore, Long Beach, CA 90802.

WHEREAS, CSURMA has established a self-funded portion of its athletic insurance risk, and desires AG to provide services for that part of the risk, and

WHEREAS, AG is willing and able to provide such services on the terms and conditions stated herein.

**I. SERVICES TO BE PERFORMED BY AG**

A. With regard to CLAIMS ADMINISTRATION, AG shall:

- (1) Review all injury notifications to verify the reports are related to injuries to any regularly enrolled student who is a participant on the intercollegiate team roster of the participating CSU campus whose injury is sustained during participation in regularly scheduled intercollegiate sports events, or as specified in the *Plan of Benefits*.

- (2) Review and process for eligibility for payment all submitted medical expenses on behalf of CSURMA within 10 business days of receipt of expenses, or as is otherwise timely as possible. Expenses submitted must include an itemized bill and a primary insurance explanation of benefits to be eligible for payment. The claims administrator at each CSU campus shall be responsible for submitting this information for prompt payment eligibility. Submitted expenses not eligible for payment will delay processing until all required materials have been submitted. AG will notify in writing claims coordinator at appropriate CSU campus of information required for payment if submission is incomplete in a timely manner.
- (3) In those instances where primary insurance is not available, or whose primary participation is denying any adjustment or payment, AG will make a good faith effort to reprice such charges through various third party PPO networks to access a price in the best interest of loss control for the University representing the charge and the risk pool as a whole.
- (4) Make payment, from funds set aside by CSURMA, of medical expenses received.
- (5) Perform reasonable and necessary administrative and clerical work in connection with the processing of reported claims or losses, including the preparation of checks or drafts bearing the name of CSURMA, and drawn from the account established pursuant to Section VII, below.
- (6) Maintain a file for each reported claim or loss, which shall be available for review by CSURMA at any reasonable time.
- (7) Furnish computer generated data and reports for the management of CSURMA and its athletic representatives at such participating campuses. These reports shall include, but not be limited to, claims by sport, claims by payee, claims by size and their respective check registers, at such frequency as CSURMA and AG shall mutually determine appropriate.
- (8) Provide claims forms necessary for the operation of the Program.
- (9) Notify insurance carriers in accordance with such carrier's reporting guidelines, provided that AG has been advised of writing of same.

- (10) Maintain a current estimate of the cost of all anticipated losses on each qualified claim or loss.

B. With regard to PROGRAM DEVELOPMENT, AG shall:

- (1) Consult with CSURMA and its representatives in the coordination of best practice procedures and policies not only necessary to meet regulatory requirements, but also for the improvement of efficiencies and practices of the program, with respect to communication between all parties involved.
- (2) Participate in the CSURMA's meetings in Fall and Spring either in person or through teleconference.
- (3) Review the development of the Program periodically with CSURMA and its representatives to identify problems and recommend corrective action.

C. With regard to LOSS CONTROL, AG shall:

- (1) Maintain loss information in a database and provide frequency and severity reports at CSURMA's request.

D. With Regard to PRIVACY ISSUES, AG shall:

- (1) Use its best efforts to hold in strict confidence, and in compliance with all applicable laws and regulations, all patient identifiable medical information, and other such confidential data pertaining to CSURMA as AG may receive in the course of performing services.
- (2) Not release information to any outside person or agency except as may be necessary for the performance of its duties. Whenever the disclosure of confidential medical information is necessary, such disclosure shall be made in accordance with applicable laws and pursuant to the consent of the injured person or his/her legal guardian.

- (3) Any personally identifiable medical information that is required to be provided or disclosed to CSURMA pursuant to this Agreement shall be provided or disclosed only to those employees or representatives of CSURMA who have responsibility for the administration of the Program, and only to the extent that such disclosure is necessary for the administration of the Program.

## II. MINIMUM PERFORMANCE STANDARDS

A. AG shall assign Dixon Gillis, or such other individual as may be mutually agreed to by the parties, as the Account Manager for CSURMA who will provide the following:

- (1) Ensure timely, efficient and effective performance of services as described above.
- (2) Monitor the accuracy and quality of the work product.
- (3) Have the overall responsibility to ensure quality services for CSURMA.
- (4) Participate in the orientation of CSURMA's personnel who are directly or indirectly involved in the processing of athletic injury claims or losses.

B. File Organization

All files are the property of CSURMA and will be maintained in an organized and chronological order with appropriate separation, i.e. privileged information is segregated from regular correspondence and medical information are each in a separate section of the file.

- (1) All activities will be documented with appropriate detail, identify the author, date stamped, and be legible.

C. Reports

- (1) CSURMA will be specifically notified within thirty (30) days when incurred costs on any claim reach five thousand dollars (\$5,000.00).
- (2) AG will provide monthly reports as specified in the Agreement.
- (3) AG will produce an annual loss run.

#### D. Communication

- (1) AG and representatives at each participating campus will correspond directly as to the handling of claims adjudication regarding document requests, issue resolution and provider/patient/payor efficiencies.
- (2) AG will return all telephone calls within two business days, or as is otherwise reasonably possible.
- (3) AG will reply to all emails within two business days, or as is otherwise reasonably possible.

### III. OWNERSHIP OF RESULTS

- A. Data recorded in any aspect of expense summaries of the Program prepared by AG on behalf of CSURMA for performance of services under this Agreement shall be the property of CSURMA.
- B. Any reports generated reflecting data specific to the Program at CSURMA produced by AG will not be published or reproduced in any form without the written consent of CSURMA for any representative or authority outside of the scope of services for the administration of the Program.
- C. Privately negotiated medical expense fee schedules structured by AG on behalf of CSURMA shall be proprietary and sole ownership of AG.

### IV. CSURMA ADMINISTRATIVE RESPONSIBILITIES

- A. CSURMA shall timely and appropriately respond to all AG inquiries or requests as may be necessary for the performance of AG's duties. AG shall not be responsible for any failure to meet any of its duties if such failure is the result of a failure of CSURMA to respond to a request from AG.
- B. With regard to claim handling, it is the responsibility of CSURMA to provide necessary and appropriate itemized bills and primary insurer explanation of benefits for all charges. This paperwork must be submitted in its entirety, along with a claim form, to be eligible for payment.

- C. The responsibilities above and those outlined in the *Plan of Benefits* shall be the full responsibilities of CSURMA.
- D. Checks, money orders, and cash, received by AG for reimbursement or refund of claim expenditures shall be credited to the applicable claim file. A record of receipt will be maintained in the claim files and record of deposits furnished to CSURMA. Returned checks shall be secured in locked cabinets, behind closed doors overnight or when office is unoccupied.

#### V. SERVICE FEE

- A. In consideration for the services to be performed hereunder, CSURMA shall pay AG \$100,000.00, 25% of which is due as of the effective date of the Program, or July 1, 2006, and the balance due at 25% each on October 1, 2006, January 1, 2007 and April 1, 2007.
- B. This fee shall be revisited prior to each years' renewal, and established at a mutually agreed upon rate.

#### VI. CASHIERING

- A. Checks, money orders, and cash, received by AG for reimbursement or refund of claim expenditures shall be credited to the applicable claim file.
- B. A record of all checks issued, cashed, voided or cancelled shall be kept by AG and furnished to CSURMA at the installment request.
- C. AG shall operate all CSURMA accounts on a positive pay basis, and shall provide to CSURMA reconciliation once a month or at the installment request.

#### VII. CSURMA FUNDING

- A. CSURMA shall at all times provide funds adequate for the payment of reported claims or losses. The amount of such funds shall be no greater and no less than \$100,000 installments, requested at such times when the Fund goes below \$15,000, or as necessary and determined by AG. CSURMA shall continue to wire the requested funds in the Bank of America account established for the sole purpose of the claim funding account. AG shall provide account reports reflecting the status at each installment request.

- B. It is expressly understood that AG shall not be required to advance its own funds to pay reported claims or losses or Program expenses if CSURMA fails to provide adequate funds.

#### VIII. TERM OF AGREEMENT AND TERMINATION

- A. The term of this Agreement shall be for thirteen months beginning July 1, 2006 and expiring August 1, 2007. Notwithstanding the foregoing, either party may terminate this Agreement upon ninety (90) days advance written notice, provided however, that in the event of early termination of this Agreement by CSURMA without cause, CSURMA shall not be entitled to a refund of any fees previously paid to AG. In the event of cancellation for cause, AG shall be entitled to retain only those fees earned for work performed through the date of termination. Notwithstanding the foregoing, AG shall have the right to terminate this Agreement immediately, upon notice to CSURMA, if AG determines that CSURMA's conduct is contrary to the business interests or professional reputation of AG. In the event of such termination, CSURMA shall not be entitled to a refund of any fees previously paid.
- B. If requested by CSURMA, AG will handle any reported claims or losses remaining open at the termination or expiration of this Agreement, provided that CSURMA shall continue to make adequate funds available for the payment of such reported claims or losses and any allocated loss expenses. There shall be an additional fee for this service, which shall be agreed to in writing by the parties prior to termination or expiration of this Agreement. If an agreement as to the additional fee is not reached before the termination date of this Agreement, AG shall be under no obligation to continue performing services for CSURMA unless it has otherwise agreed in writing.

- (1) Upon termination or expiration of this Agreement, AG shall deliver to CSURMA all claim files, records, reports and other documents or material pertaining to claims processed under this Agreement; provided, however, AG and its agents, employees or attorneys shall continue to be entitled to inspect such files and to make copies or extracts therefrom to the extent required by the continuing needs of AG. In addition, AG shall provide a comprehensive electronic download of all claims data suitable for use by any subsequent third party administrator (TPA) for claims and any information system vendor at no additional cost to CSURMA. Upon CSURMA's written request, AG shall provide CSURMA with all Data within thirty (30) Days of the request; however, medical records shall be treated in accordance with applicable confidentiality laws. AG shall return all Data, including Confidential Information, to CSURMA upon termination or expiration of the Agreement, at a cost to CSURMA not to exceed five hundred dollars (\$500.00). CSURMA, as one of the parties to the Agreement, will be responsible for returning the Data to the appropriate member organization employee, passing the Data on to the next third-party administrator (TPA), destroying the Data, or otherwise disposing of the Data as appropriate.
- (2) "Data" means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

#### IX. INDEMNIFICATION AND INSURANCE

- A. AG agrees to indemnify and hold harmless CSURMA with regard to any and all claims, penalties, liabilities, damages, actions, causes of action and expenses of any nature, including related legal costs and attorney's fees, which may be incurred by CSURMA as a result of the negligence or willful misconduct of AG. It is agreed that the mere fact that a claim determination made by AG is successfully challenged by a claimant shall not, in the absence of other evidence, be deemed to constitute negligence, or give rise to CSURMA's right of indemnification under this paragraph.

AG's obligation to indemnify and hold CSURMA harmless pursuant to this Paragraph IX.A shall be binding upon AG irrespective of whether or not the claim, penalty, liability, damage, action, cause of action and/or expense for which CSURMA is to be indemnified is covered by any policy of insurance secured by AG pursuant to Paragraph IX.C below.

- B. CSURMA agrees to indemnify and hold harmless AG with regard to any and all claims, liabilities, damages, actions, causes of action and expenses of any nature, including related legal costs and attorney's fees which may be incurred by AG as a result of the negligence or willful misconduct of CSURMA in performing its duties hereunder. This indemnification includes, among other things, any claims, liabilities, damages, actions, causes of action and expenses, legal costs and attorney's fees arising out of or with regard to (i) CSURMA's payment or non-payment of any claim by or for any party, and (ii) CSURMA's authorization or failure to authorize settlement of any claim by or for any party, except, however, that CSURMA shall have no obligation to indemnify or hold AG harmless with regard to any and all claims, liabilities, damages, actions, causes of action and expenses of any nature, including legal costs and attorney's fees resulting solely from the negligence or willful misconduct of AG.
- C. AG agrees to maintain the following insurance coverage during the term of the Agreement:
- (1) Commercial General Liability Insurance (including both owned and non-automobile liability) in a combined single limit of not less than one million dollars (\$1,000,000) per occurrence with CSURMA named as additional insured; and
  - (2) Workers' Compensation insurance as required; and
  - (3) Employee Dishonesty insurance covering all employees of AG providing services under this Agreement in an amount of not less than one million dollars (\$1,000,000) per occurrence; and
  - (4) Errors and Omissions coverage for all employees of AG providing service under the agreement in an amount of not less than one million dollars (\$1,000,000) per occurrence; and

- (5) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of CSURMA and AG against other insurable risks relating to performance of this Agreement.

AG agrees to submit statements evidencing existence of such insurance (including but not limited to Declarations Pages showing CSURMA as an additional insured and copies of the applicable policies) and to provide notice to CSURMA of any significant change in such coverage.

- D. In the event that AG fails to obtain and/or maintain the insurance coverage outlined in Paragraph IX.C, above, AG shall indemnify and hold harmless CSURMA with regard to any and all claims, penalties, liabilities, damages, actions, causes of action and expenses of any nature, including related legal costs and attorney's fees, which may be incurred by CSURMA regardless of responsibility. In addition to the foregoing, if AG fails to obtain and/or maintain the insurance coverage outlined in Paragraph IX.C, above, AG shall forfeit its rights to indemnify against CSURMA as outlined in Paragraph IX.B above.

## X. NOTICES

Any notices required to be given under this Agreement shall be delivered in person or sent by certified or registered mail to:

Secretary, CSURMA  
c/o Ms. Charlene M. Minnick  
Senior Director, Systemwide Risk Management  
The California State University  
401 Golden Shore, 5<sup>th</sup> Floor  
Long Beach, CA 90802

These addresses may be changed at any time by either party upon written notice to the other party. Notices shall be effective when delivered, or, if refused, when delivery is attempted.

## XI. SUCCESSORS AND ASSIGNS

AG shall not assign this Agreement, nor any part thereof, without the express written consent of CSURMA, except, however, that AG may assign its rights and responsibilities hereunder to another corporation that is a parent, subsidiary or affiliate of AG.

## XII. APPLICABLE LAW

This Agreement shall be deemed to be made in California, and shall be governed by and interpreted in accordance with the laws of the State of California.

### XIII. INDEPENDENT CONTRACTOR

In performing its services hereunder, AG shall be an independent contractor and not an employee of CSURMA. As such, AG shall be responsible for the payment of all taxes, federal and state for which it is liable, and for obtaining any license or permit necessary to perform its services hereunder. Except as may be specifically provided for herein, AG shall have no authority to bind CSURMA and shall not hold itself out as an employee or representative of CSURMA.

### XIV. ENTIRE AGREEMENT AND MODIFICATION OR AMENDMENT

This Agreement and any attachments thereto shall constitute the entire and exclusive statement of the agreement of the parties and shall supersede any prior statement, writing or understanding of the parties with respect to the subject matter hereof. This Agreement may be modified or amended only by a written statement signed by both parties. Such modification or amendment shall be attached to, and shall thereupon become a part of, this Agreement.

### XV. SEVERABILITY

Should any portion of this Agreement be determined to be illegal or unenforceable, the remainder of this Agreement shall be interpreted, construed and enforced as if such illegal or unforced portion were not a part of this Agreement.

### XVI. DISPUTE RESOLUTION

The parties agree that any claim or dispute between or among them, their agents, employees, assignees, or successors, in any way related to this Agreement will be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association and California Code of Civil Procedure §1280 et seq., which code sections shall prevail in the case of any conflict with the rules of the American Arbitration Association. In any such arbitration, the arbitrator's powers shall include, without limitation, the power to determine the scope of the arbitration, including the arbitrability of any issues raised by either party, the power to grant any relief which may be granted by a court of law or equity, including money damages, specific performance, injunctive relief, both temporary and permanent, or other equitable relief and the power to award costs as well as attorneys fees to the prevailing party. The parties further agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of arbitration or other binding dispute resolution mechanism, they will, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral

possessing not less than three years mediation or other neutral alternative dispute resolution experience. To initiate the mediation process, the aggrieved party shall notify the other of the party's intent to seek mediation and provide a name for consideration as the neutral. The parties shall, within seven (7) days thereafter, in good faith select the neutral, and, as soon as such agreement is reached, the mediation process shall proceed. The parties agree to share equally the cost of the mediation, except that each party shall pay its own attorney's fees, if any. At such time as the parties agree or the mediator declares that an impasse exists, either party, may, at its own discretion, submit the matter to arbitration as provided for herein above. This Section XVI shall be enforceable as an Agreement made within the State of California under provisions of California code of Civil Procedure §1293 exclusively enforceable under the laws of the state of California.

#### XVII. EXCLUSIVITY

This Agreement is non-exclusive and nothing herein shall in any way limit the right of AG to enter into agreements with other individuals or entities, to provide the same or similar services, or to use the same or similar tools and/or materials as were used by AG in providing services under this Agreement.

#### XVIII. USE OF NAME

Neither CSURMA nor AG shall use the name of the other party or any employee thereof, in any advertising or promotional materials, or other publication, including on the Internet, without the written consent of the other party.

#### XIX. FORCE MAJEURE

In the event that either party is kept from performing its obligations hereunder because of strike, war, riot, fire, flood, earthquake, natural disaster or any other event beyond its control, then such party shall be relieved of its obligation to perform until such time as the factor inhibiting performance has abated.

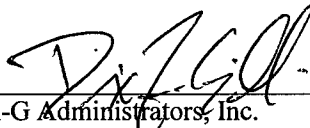
#### XX. PROPRIETARY INTEREST

All documents, forms, reports, assessment tools, software, educational and other materials provided to CSURMA by AG in conjunction with this Agreement are solely and exclusively the property of AG and shall not be photocopied, reproduced, marketed or distributed by CSURMA without the written consent of AG. No grant or license to any copyright, trade

secret or intellectual property of AG is granted by this Agreement. Notwithstanding the foregoing, CSURMA shall be the sole owner of the content of any such document, form, report, assessment tool, software, or other material, to the extent that such content is based upon or contains information or data belonging to CSURMA.

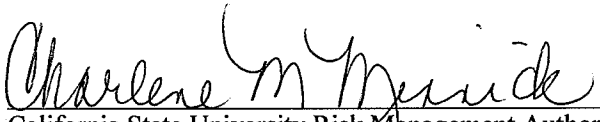
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed and effective as of the day and date first written above.

AG:

  
\_\_\_\_\_  
A-G Administrators, Inc.

By: DIXON GILLIS  
Title: CSU ACCOUNT MANAGER

CSURMA:

  
\_\_\_\_\_  
California State University Risk Management Authority

By: Charlene MINNICK  
Title: Secretary

## AMENDMENT 1

### THIRD PARTY ADMINISTRATOR AGREEMENT

It is agreed this Amendment 1 is attached to and becomes part of the Third Party Administrator Agreement between A-G Administrators, Inc. and California State University Risk Management Authority (CSURMA), a joint powers authority, which was entered into July 1, 2009, and herein defines the Service Fee (Section V) for services to be performed by A-G Administrators for CSURMA Athletic Injury Medical Expense (AIME).

A-G Administrators agrees to provide all services as described in said Agreement and to comply with all its terms and conditions during the Core Period, and any Optional Extension Period agreed to by CSURMA.


A-G Administrators shall be compensated by CSURMA for all services rendered during the Service Period on a flat fee basis as described below:

Service Period	Annual Amount*
<u>Core Period</u>	
July 1, 2009 to June 30, 2010	\$115,000.00
July 1, 2010 to June 30, 2011	\$115,000.00
July 1, 2011 to June 30, 2012	\$105,000.00
<u>Optional Extension Period</u>	
July 1, 2012 to June 30, 2013	\$115,000.00
July 1, 2013 to June 30, 2014	\$125,000.00


\* Annual Amount shall be payable on a quarterly basis at 25% each quarter on July 1, October 1, January 1, and April 1 of the respective Service Period.

If the services required by AIME are substantially different than as described in said Agreement, both parties agree to negotiate in good faith an adjustment to the flat service fee for additional services.

**A-G ADMINISTRATORS, INC.**

By:  6-30-11  
Dixon Gillis, President, A-G Administrators Date

**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY**

By:  7-13-2011  
Charlene Minnick, Secretary, CSURMA Date