



AMENDMENT NO. 1 TO SUBSCRIPTION AGREEMENT

This Amendment No. 1 ("**First Amendment**") to the Subscription Agreement dated October 30, 2020 (the "**Agreement**") by and between 98point6 Inc. ("**98point6**") and San Joaquin Valley Insurance Authority ("**Employer**") is entered into as of the last signature date below (the "**Amendment Effective Date**") by and between 98point6 and Employer (collectively, the "**Parties**").

Recitals

- A. The Parties entered into the Agreement for a Subscription Period from January 1, 2021 through December 31, 2021.
- B. 98point6 also has a separate agreement with the County of Tulare through the period ending February 28, 2022.
- C. The Parties desire to renew Employer's existing subscription to the Services under amended terms and conditions pursuant to this First Amendment, adding the County of Tulare, as one of the SJVIA Members (as defined in this First Amendment), as of March 1, 2022.

AMENDMENT

NOW THEREFORE, the Parties agree to the following terms and conditions:

1. Amendment.
 - 1.1. The definition of "Employer" in Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

"**Employer**" means San Joaquin Valley Insurance Authority, a California Joint Powers Authority, and its United States Affiliates or SJVIA Members that offer Plans.
 - 1.2. The definition of "SJVIA Member(s)" shall be added to Section 1 of the Agreement and shall consist of the following:

"**SJVIA Member(s)**" means the County of Fresno, California and the County of Tulare, California.
 - 1.3. As of the Renewal Start Date January 1, 2022, this Renewal Order attached hereto as Exhibit B shall be added to and made a part of the Agreement.
 - 1.4. Renewal Fees shall be due as of the Renewal Start Date, net 30 days.
2. Miscellaneous.
 - 2.1. Any capitalized terms used but not defined in this First Amendment shall have the meaning set forth in the Agreement.



- 2.2. This First Amendment, together with the Agreement, and any other documents and instruments referred to herein, constitutes the final and complete expression of the Parties with respect to the subject matter hereof. This First Amendment may not be amended except by a written instrument duly executed and delivered by each of the Parties.
- 2.3. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.
- 2.4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument, with the same effect as though such signatures were on the same instrument. This First Amendment shall be effective upon full execution by original or electronic signature (such as DocuSign), and such signature shall be deemed to be and shall be as effective as an original signature.
- 2.5. Except as expressly amended by this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect as set forth therein.



The Parties, intending to be legally bound, have agreed to this First Amendment as of the Amendment Effective Date.

98point6 Inc.

San Joaquin Valley Insurance Authority

By: DocuSigned by:
Gabriel Kangas
5017560839C341C... _____
Authorized Signature

By:  _____
Authorized Signature

Name: Gabriel Kangas

Name: Pete Vander Poel

Title: VP Finance

Title: President, Board of Directors

Date: 12/03/2021

Date: 12/16/2021



**EXHIBIT B
RENEWAL ORDER
("Renewal")**

Services					
Employer orders a subscription to the Technology Services and Medical Services during the Renewal Period.					
Renewal Period					
The renewal period shall be twenty-four (24) months, commencing on the Renewal Start Date ("Renewal Period").					
Renewal Start Date					
The renewal start date shall be January 1, 2022 ("Renewal Start Date").					
Calculation of Total Renewal Fees					
<p>Estimated Fees for this Renewal are calculated pursuant to the Fees table below. This Renewal includes an estimate for Eligible Participants. Actual Fees billed for the Renewal will be based on the actual number of Eligible Participants listed on the Eligibility File as of the Renewal Start Date. There is no change to the Fees for a decrease in the Total Number of Eligible Participants during the Renewal Period or for increases up to 10%. However, if the Total Number of Eligible Participants increases by more than 10% during the Renewal Period, the Parties will execute a Service Order to capture such increase, and 98point6 will invoice Employer the then-current Fee per month per Eligible Participant multiplied by the total increased number of Eligible Participants and the remaining months in the current invoicing cycle (the "Increase Fee"). Invoices for subsequent invoicing cycles will account for the new Total Number of Eligible Participants. No further Increase Fees shall be invoiced until the new Total Number of Eligible Participants increases by more than 10% again. Fees are subject to change upon further renewal.</p>					
Renewal Fees					
	Renewal Period	Estimated Eligible Participants (Employees + Eligible Dependents)	Fees per month per Eligible Participant	Estimated Annual Fees due for Renewal	Invoice Date
Year 1	Fresno County 12 months 1/1/2022 - 12/31/2022	6,800	\$0.85	\$69,360.00	1/1/2022



	Tulare County 10 months 3/1/2022 - 12/31/2022	4,113	\$0.85	\$34,960.50	3/1/2022
Year 2	Fresno County and Tulare County 12 months 1/1/2023 - 12/31/2023	10,913	\$1.00	\$130,956.00	1/1/23
Totals	24 months			\$235,276.50	

For reference, the following breakdown of each county:

County of Fresno

	Renewal Period	Estimated Eligible Participants (Employees + Eligible Dependents)	Fees per month per Eligible Participant	Estimated Annual Fees due for Renewal	Invoice Date
Year 1	12 months 1/1/2022 - 12/31/2022	6,800	\$0.85	\$69,360.00	1/1/2022
Year 2	12 months 1/1/2023 - 12/31/2023	6,800	\$1.00	\$81,600.00	1/1/2023
Totals	24 months			\$150,960.00	

County of Tulare

	Renewal Period	Estimated Eligible Participants (Employees + Eligible Dependents)	Fees per month per Eligible Participant	Estimated Annual Fees due for Renewal	Invoice Date
Year 1	10 months 3/1/2022 - 12/31/2022	4,113	\$0.85	\$34,960.50	3/1/2022
Year 2	12 months 1/1/2023 - 12/31/2023	4,113	\$1.00	\$49,356.00	1/1/2023



Totals	22 months			\$84,316.50	
Purchase Order No. (leave blank if not required by Employer)					
Purchase Order No. _____					
Billing Contact					
Name: <u>Larry Gomez</u>					
Email: <u>SJVIA-Admin@fresnocountyca.gov</u>					