

**AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
San Joaquin Valley Insurance Authority
AND
ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY
("ANTHEM BLUE CROSS LIFE AND HEALTH")**

This Amendment to the Administrative Services Agreement dated January 1, 2016 ("Amendment") is entered into by and between San Joaquin Valley Insurance Authority ("Contractholder") and Anthem Blue Cross Life and Health effective as of January 1, 2016.

RECITALS

- A. **WHEREAS** Contractholder and Anthem Blue Cross Life and Health (the "Parties") entered into an Administrative Services Agreement dated January 1, 2016 (the "Agreement"); and
- B. **WHEREAS** the Parties desire to amend the Agreement to add a non-compete provision in order to protect the investment of each party and to encourage sound actuarial and underwriting practice to maintain the financial viability of the different risk pools available to Anthem customers; and
- C. **WHEREAS** the Agreement provides that any amendment of the Agreement shall be by written agreement signed by both Parties;

NOW, THEREFORE, the Agreement is hereby amended as follows:

I. Non-Competition

During the term of this Agreement Contractholder shall not solicit or enter into any agreement to provide or administer health care coverage to any employer or other entity having health coverage issued or administered by Anthem Blue Cross Life and Health and/or Blue Cross of California d/b/a Anthem Blue Cross (together "Anthem"), or network access furnished by Anthem, except that Contractholder may do so provided that any such new arrangement being solicited includes health coverage issued or administered by Anthem, or network access furnished by Anthem.

II. Miscellaneous Provisions

- 2.1 Except as specifically modified by the explicit provisions of this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect, unmodified in any way. This Amendment is an integral part of the Agreement. The provisions of this Amendment will prevail and govern if there is any inconsistency or conflict between the provisions of the Agreement and this Amendment. All references to the "Agreement" in the Agreement will hereafter refer to the Agreement as modified by this Third Amendment.
- 2.2 This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same Amendment.

- 2.3 This Amendment may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.
- 2.4 The Parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Amendment.
- 2.5 Except as otherwise provided in this Amendment, the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, heirs, executors, administrators and legal representatives.
- 2.6 This Amendment will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by affixing the signatures of duly authorized officers.

CONTRACTHOLDER

By: _____

Title: SJVIA PRESIDENT

Date: 08-26-2016

Anthem Blue Cross Life and Health

By: _____

Title: Vice President & General Manager

Date: June 20, 2016