AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement ("Amendment 1") is dated January 1, 2021, and is between ADMINISTRATIVE SOLUTIONS – FRESNO, LLC, a California limited liability corporation ("Contractor"), and the SAN JOAQUIN VALLEY INSURANCE AUTHORITY, a California joint powers agency ("SJVIA").

Recitals

On January 1, 2018, the SJVIA entered into an agreement with Administrative Solutions, Inc. for COBRA, FMLA, and Retiree billing services from January 1, 2018 through December 31, 2020 ("Agreement"). In 2020, Administrative Solutions, Inc. became Administrative Solutions – Fresno LLC.

Section 4.1 of the Agreement provides that the Agreement terminates on December 31, 2020, but that term may be extended for no more than two additional one-year terms by modification as provided in section 11.1 of the Agreement. The SJVIA and Contractor now desire to extend the Agreement for the first optional additional one-year term, as provided in this Amendment 1.

Section 1.1 of the Agreement provides that the Contractor shall provide the services described in Exhibit A to the Agreement. Effective January 1, 2020, the City of Marysville no longer participates in the SJVIA. Additionally, services for Fresno County Retirees are contracted directly with the County of Fresno and not through the SJVIA. The SJVIA and the Contractor therefore desire to amend Exhibit A (Scope of Work) to reflect to those changes as provided in this Amendment 1.

Section 3.1 of the Agreement provides that the SJVIA agrees to pay and the Contractor agrees to receive compensation as described in Exhibit B to the Agreement. The SJVIA and Contractor desire to amend Exhibit B (Compensation) to add the per employee per pay period fee as provided in this Amendment 1.

Section 6.1, of the Agreement needs to be updated with Contractor's correct name and address.

The Contractor represents and warrants to the SJVIA that it is ready, willing, and able to continue providing services to the SJVIA subject to the terms of the Agreement and this Amendment 1, and in cooperation with and under the direction of the SJVIA Board of Directors and SJVIA management.

The parties therefore agree as follows:

- 1. All references in the Agreement to Administrative Solutions, Inc. are deemed references to Administrative Solutions Fresno, LLC.
- 2. The term of the Agreement is hereby extended to December 31, 2021, which is the first optional additional one-year term provided in section 4.1 of the Agreement.

- 3. Exhibit A (Scope of Work) is hereby replaced with Exhibit A-1 (Scope of Work) attached to this Amendment 1.
 - 4. Exhibit B (Compensation) is hereby modified to read in its entirety as follows:

Group	Service Type	Per Employee Per Month Fee	Per Employee Per Pay Period Fee
Fresno County	COBRA/FMLA	\$2.00	\$0.92
Fresno County Special Districts	COBRA/FMLA	\$2.00	\$0.92

5. Section 6.1 of the Agreement is modified to provide the following contact information for the Contractor:

For the Contractor:

Barry Maas President Administrative Solutions – Fresno, LLC 5260 N. Palm Ave., Suite. 300 Fresno, CA 93704 (559) 256-1321 (Fax)

- 6. When both parties have signed this Amendment 1, the Agreement and this Amendment 1 together constitute the Agreement.
- 7. The Agreement as amended by this Amendment 1 is ratified and continued. All terms of the Agreement not amended by this Amendment 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Administrative Solutions – Fresno, LLC

SAN JOAQUIN VALLEY INSURANCE
AUTHORITY

Kuyler Crocker
President, Board of Directors

Reviewed and recommended for approval.

SJVIA Manager

The parties are signing this agreement on the date stated in the introductory clause.

Exhibit A-1 Scope of Work

The Contractor shall deliver the following services for **Fresno County Actives**:

Federal COBRA/FMLA administrative services:

- Administration of mandatory notices required under COBRA provided Contractor timely receives all necessary information
- COBRA/FMLA tracking
- Client and participant on-line COBRA account access
- COBRA letters regarding early termination of COBRA coverage
- Process enrollment/change/termination forms to facilitate administration
- COBRA training and support
- Provide COBRA updates to clients
- Receive Premiums
- Interaction with carriers upon request of the client and carrier approval
- Contractor will track the deadline for issuing mandatory notices once complete information is received from employer

COBRA Initial notices are sent at the time the client informs Contractor of the new enrollee. We do not send annually or at the change of any plans unless specifically requested to do so by the employer. Additional fees may apply for these requests.

The Contractor shall deliver the following services for **Fresno County Special Districts**:

Federal COBRA administrative services:

- Administration of mandatory notices required under COBRA provided Contractor timely receives all necessary information
- COBRA tracking
- Client and participant on-line COBRA account access
- COBRA letters regarding early termination of COBRA coverage
- Process enrollment/change/termination forms to facilitate administration
- COBRA training and support
- Provide COBRA updates to clients
- Receive Premiums
- Customer service for COBRA participants and client
- Interaction with carriers <u>upon request</u> of the client and carrier approval
- Contractor will track the deadline for issuing mandatory notices once complete information is received from employer

COBRA Initial notices are sent at the time the client informs Contractor of the new enrollee. We do not send annually or at the change of any plans unless specifically requested to do so by the employer. Additional fees may apply for these requests.