

## **ASSIGNMENT OF AGREEMENT**

This Assignment of Agreement (“**Assignment**”) is dated October 10, 2019, and is between the San Joaquin Valley Insurance Authority, a joint powers agency (“**SJVIA**”), Administrative Solutions – Fresno, LLC, a California limited liability corporation (“**Assignor**”), and Navia Benefit Solutions, Inc., a Washington corporation (“**Assignee**”).

### **Recitals**

As of January 1, 2018, the SJVIA and Administrative Solutions, Inc., predecessor in interest of Assignor, entered into an agreement for COBRA, FMLA, and retiree billing (“2018 Agreement”). As of January 1, 2021, the SJVIA and Assignor entered into “Amendment No. 1 to Agreement” to amend the 2018 Agreement to provide that all references to Administrative Solutions, Inc. were deemed references to Administrative Solutions – Fresno, LLC, and to make various other modifications to the 2018 Agreement, including extending the term to December 31, 2021. The 2018 Agreement and Amendment No. 1 to Agreement together constitute the “Agreement.”

Section 11.2 of the Agreement provides that neither party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other party.

On October 10, 2019, the Assignee acquired all contracts of the Assignor, including the Agreement. The Assignor did not obtain the prior written consent of the SJVIA for that transfer. Neither the Assignor nor the Assignee timely notified the SJVIA of that transfer.

The Assignor now wishes to assign, transfer, and delegate all of its rights, benefits, responsibilities, and obligations under the Agreement to the Assignee, retroactively to October 10, 2019.

### **The parties therefore agree as follows:**

1. The Assignee represents and warrants that it is ready, willing, and qualified to accept the assignment, transfer, and delegation of the Assignor’s rights, benefits, responsibilities, and obligations under the Agreement, and to perform faithfully and completely in the Assignor’s stead under the Agreement.
2. The Assignor hereby transfers and assigns all of its rights and interest in, and delegates all of the Assignor’s obligations and responsibilities under, the Agreement, effective retroactively to October 10, 2019.
3. The Assignee hereby accepts from the Assignor that transfer and assignment of the Assignor’s rights and interest in, and delegation of all of the Assignor’s obligations and responsibilities under, the Agreement, effective retroactively to October 10, 2019. The Assignee expressly ratifies the Assignor’s execution and performance of the Amendment No. 1 to Agreement as of January 1, 2021. The Assignee agrees, as a direct obligation to the SJVIA, without qualification or reservation of right, to perform each and every one of the Assignor’s obligations and responsibilities under the Agreement, and to adhere to all terms of the

Agreement as though the Assignee were the signatory party of the Agreement, in lieu of the Assignor. As such, the Assignee agrees that its liability under the Agreement shall include liability accruing as a result of the Assignor's, as well as the Assignee's, performance or failure to perform its obligations under the Agreement, including but not limited to the Assignor's failure to obtain the prior written consent of the SJVIA before assigning Assignor's rights and delegating Assignor's duties under the Agreement to the Assignee. The Assignee agrees to each and every term of the Agreement.

4. The SJVIA hereby agrees to that assignment, transfer, and delegation of the Agreement from the Assignor to the Assignee, effective retroactively to October 10, 2019.

5. The SJVIA expressly does not waive any claim or cause of action against either the Assignor, the Assignee, or both jointly and severally, that arises from or relates to the Assignor's failure to obtain the prior written consent of the SJVIA before assigning Assignor's rights and delegating Assignor's duties under the Agreement to the Assignee.

6. Section 6.1 of the Agreement, "Contact Information," under "For the Contractor," is amended to read as follows:

Hilarie Aitken  
CEO  
Navia Benefit Solutions, Inc.  
600 Naches Avenue SW  
Renton WA 98057  
425-452-3506

7. As provided by section 4.1 of the Agreement, the term of the Agreement is extended through December 31, 2022.

8. Each person executing this Assignment in a representative capacity hereby warrants and represents to the parties that they are authorized to do so, and that their signature is binding on the party for whom it is made.

*SIGNATURES ON NEXT PAGE*

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

**Assignor:**

ADMINISTRATIVE SOLUTIONS – FRESNO,  
LLC

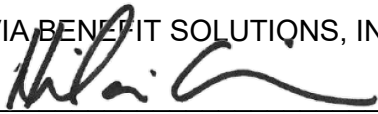


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Tina Boyd  
VP & Secretary

**Assignee:**

NAVIA BENEFIT SOLUTIONS, INC.



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Hilarie Aitken  
CEO

**SJVIA:**

SAN JOAQUIN VALLEY INSURANCE  
AUTHORITY

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Pete Vander Poel  
President, Board of Directors

Reviewed and recommended for approval.

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SJVIA Manager