AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT

This Amendment No. 1 to the Amended and Restated Agreement ("Amendment 1") is dated August 23, 2024, and is between ELITE COPORATE MEDICAL SERVICES, INC., a California professional corporation ("Contractor"), and the SAN JOAQUIN VALLEY INSURANCE AUTHORITY, a California joint powers agency ("SJVIA").

Recitals

On December 9, 2022, the SJVIA entered into an Amended and Restated Agreement with Contractor, dated December 9, 2022, (Agreement") to provide biometric screening services to the employees of its Participating Entities.

The SJVIA would like to add influenza vaccination services to the Scope of Services of this Agreement. Contractor represents and warrants to the SJVIA that it is ready, willing, and able to now provide influenza vaccinations, 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. On-site Influenza Vaccinations

The SJVIA shall encourage participants to participate in an on-site vaccination clinic at mutually agreeable SJVIA designated locations and to sign-up for a prescheduled time prior to on-site events. Contractor shall accommodate walk-ins as schedule and technician(s) availability allows. Contractor shall staff events based on SJVIA provided eligible population for each respective location as well as pre-scheduled enrollment through secure on-line scheduling portal. Contractor will provide scheduling portal, unless SJVIA prefers alternative scheduling methodology. Contractor shall provide vaccinations on a one-on-one basis.

2. Exhibit B is amended to add fees for influenza vaccination services as follows:

On-site Influenza Vaccinations

The SJVIA shall pay according to the fee schedule below within 30 days of receiving Contractor's invoice for services. In the event of an incomplete vaccination, SJVIA will still be responsible for full compensation for the engagement unless incomplete vaccination is due to Contractor's fault. Participant refusal to complete any aspect of the vaccination leading to an incomplete service will not be the fault of Contractor. Contractor shall bill any participants that are insured through the Anthem Health plan through claims to the carrier.

The Contractor requires a minimum of 35 vaccinations per event for regular-dose vaccinations and 20 vaccinations per event for high-dose vaccinations. If the number of vaccinations falls below these requirements, SJVIA shall pay based on the minimum requirements.

| ٠ | Regular-Dose | Influenza | Vaccination: | \$32.00 pe | r Vaccine |
|---|--------------|-----------|--------------|------------|-----------|
|---|--------------|-----------|--------------|------------|-----------|

High-Dose Influenza Vaccination: \$74.50 per Vaccine

3. When both parties have signed this Amendment No. 1, the Agreement and this Amendment together constitute the Agreement.

4. The Agreement as amended by this Amendment No. 1 is ratified and continued. All terms of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Amendment No. 1 to the Agreement on the date stated in the introductory clause.

Elite Corporate Medical Services, Inc.

Chief Operations Officer

SAN JOAQUIN VALLEY INSURANCE AUTHORITY

Amy Shuklian President, Board of Directors

Reviewed and recommended for approval.

SJVIA Manager

Amendment No. 1 to Agreement between San Joaquin Valley Insurance Authority and Eilte Corporate Medical Services, Inc.