

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement ("Amendment 1") is dated December 12, 2025, and is between KEENAN & ASSOCIATES, a California corporation ("**Consultant**"), and the SAN JOAQUIN VALLEY INSURANCE AUTHORITY, a California joint powers agency ("**SJVIA**").

Recitals

On May 30, 2025, the SJVIA entered into an agreement with Consultant to provide health benefits consultation and administration services with specific experience in the public sector, risk-sharing pools, underwriting, self-funded health benefit plans, and the Affordable Care Act, as well as pharmacy benefit manager (PBM) management services through Keenan Pharmacy Services (the "Agreement"). The Agreement was retroactive to January 1, 2025.

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.

This Amendment 1 will extend the Agreement for an additional one-year term for only the health benefits consultation and administration services component of the Agreement. The SJVIA will not extend the PBM management services component of the Agreement under this Amendment 1.

The Parties therefore agree as follows:

1. **Term:** The term of the Agreement is hereby extended until December 31, 2026 (Year 2), which is the only optional additional one-year term provided by Section 4.1 of the Agreement.
2. **Exhibit A:** Exhibit A is deleted and a new Revised Exhibit A is attached and incorporated by this reference. All references to Exhibit A are replaced by references to Revised Exhibit A.

3.

Compensation: Exhibit B, "Compensation," is hereby modified to read in its entirety as follows:

Health Benefits Consulting Fees

The SJVIA agrees to pay, and the Consultant agrees to receive, the following compensation in the form of a monthly flat fee, as follows:

Year 1	\$23,500 per month (completed)
Year 2	\$24,000 per month

Consultant is not entitled to any compensation for Health Benefits Consulting services except for the flat fee described above.

Portion of Fee "At Risk"

Ten percent of the Consultant's total fee for each year is at risk based on service performance under this Agreement. Service performance shall be measured by a satisfaction survey to be completed by each SJVIA Board Director and SJVIA management. The satisfaction survey shall include five categories, as provided in Exhibit C. An average survey result in each category that is below the Minimum Standard, as set forth in Exhibit C, shall result in the forfeiture of a percentage of the Consultant's total fee for the prior year at the rates set forth in Exhibit C. Any forfeited amount shall be, at the SJVIA's sole discretion, either offset against current fees, or payable directly by the Consultant within 15 days of the SJVIA's written notice of election to receive direct payment of the forfeited amount.

3. When both parties have signed this Amendment 1, the Agreement and this Amendment 1 together shall constitute the Agreement.
4. 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]

The parties are signing this Amendment 1 to the Agreement on the date stated in the introductory clause.

KEENAN & ASSOCIATES

SAN JOAQUIN VALLEY INSURANCE
AUTHORITY

Laurie LoFranco
Employee Benefits Distribution Leader

Amy Shuklian
President, Board of Directors

Reviewed and recommended for approval.

SJVIA Manager

SCOPE OF SERVICES

Consultant shall provide all of the following services:

1. Strategic Planning

The Consultant shall:

- Coordinate annual strategic planning meeting with SJVIA Board and staff;
- Develop reporting outlining the agreed upon strategic initiatives;
- Facilitate quarterly meetings covering the progress of strategic initiatives;
- Conduct ongoing meetings with current participating entities;
- Provide ongoing feedback covering benefit alternatives;
- Author timely agenda items for SJVIA meetings and drive the preparation for the meetings;
- Attend SJVIA Board meetings and present information and respond to questions;
- Participate in weekly calls with SJVIA principals; and
- Provide timely and accurate updates regarding the Affordable Care Act.

2. Financial Monitoring and Reporting

The Consultant shall:

- Develop annual budgets for SJVIA programs;
- Provide quarterly summary loss experience reports to the SJVIA;
- Provide quarterly reports covering actual versus budgeted costs;
- Provide year-end financial reports on the programs in consultation with the SJVIA Auditor-Treasurer;
- Work with the SJVIA to develop the annual financial report;
- Provide other financial reporting including actuarial valuations
- Benchmark costs by specific line of coverage
- Provide underwriting for participating entities;
- Collect and present detailed claims and utilization results;
- Provide data & claims analysis and reporting; and
- Develop and present Executive Claims Report at SJVIA Board meetings.

3. Renewal Services:

The Consultant shall:

- Facilitate annual renewal planning meeting with SJVIA to set objectives;
- Conduct renewal meetings with program carriers/vendors;
- Provide preliminary renewal report to SJVIA;
- Negotiate with all carriers and vendors regarding financial and benefit terms;

Revised Exhibit A

- Market programs for viable alternatives as necessary;
- Provide final renewal report to SJVIA with recommendations on actions;
- Work with SJVIA to communicate renewals to all participating entities; and
- Clarify and confirm final renewal terms with SJVIA and all carriers and vendors.

4. Renewal Rate Setting:

The Consultant shall:

- Review program rating models with the SJVIA Board and staff;
- Develop initial renewal rates using actuarial models and performing the required actuarial valuations;
- Develop recommended final renewal rate action
- Develop and provide accurate rate information for each individual participating entity;
- Discuss rating methods and processes with members as needed;
- Provide preliminary renewal report to SJVIA, including
 - Having preliminary renewal underwriting complete for presentation to the SJVIA Board at the annual July meeting,
 - Gathering all claims data for all participating entities,
 - Determining loss ratios for SJVIA and participating entities,
 - Projecting renewal costs based on established underwriting parameters, and
 - Reviewing plans relative to value differentials;
- Review rating results and models as needed, and meet and discuss with SJVIA management and staff;
- Project, review and adjust reserve requirements, and perform actuarial certification of anticipated rates and reserves; and
- Present final rating action to the SJVIA Board of Directors.

5. Vendor Management:

The Consultant shall:

- Work with the SJVIA to identify and address any vendor issues;
- Work with all vendors to address all billing, claim payment, and other service issues;
- Review and track vendor contracts and agreements for accuracy;
- Work to develop performance agreements where appropriate; and
- Meet with each vendor's senior management team to assure the highest level of service to the SJVIA members.

6. Compliance Services:

The Consultant shall:

- Review current programs with regard to overall compliance with state and federal legal requirements;
- Provide timely compliance updates and alerts to SJVIA management;
- Recommend necessary compliance procedures to the SJVIA and participating entities;
- Review the impact of proposed and enacted legislation on SJVIA programs and
 - Recommend applicable plan modifications to comply with the ACA;
 - Monitor legislative initiatives, regulatory developments, court cases and industry changes, and analyze their impact on the SJVIA; and
 - Evaluate the design of benefit plans and review relevant documents such as summary plan descriptions, required Summary of Benefit and Coverage, insurance contracts, and employee benefit communications.

7. Participating Entity Support Services:

The Consultant shall:

- Provide assistance with difficult service or vendor issues, including providing a dedicated claims manager and advocate;
- Provide assistance with participating entity and employee level communication pieces;
- Provide educational support to understand new program options developed by the SJVIA;
- Provide prompt response to SJVIA staff on any day-to-day questions or issues requiring assistance;
- Coordinate and host a weekly meeting or conference call regarding SJVIA operations, including:
 - Preparing agendas and forward-looking calendars,
 - Providing ongoing contract management,
 - Coordinating on SJVIA legal issues; and
- For the SJVIA Wellness Program,
 - Work with SJVIA staff to develop a proposed wellness program that each participating entity may consider for implementation;
 - Assist with all aspects of health management programs chosen by each participating entity, program launch and ongoing strategic account management and reporting; and
 - Coordinate the annual “Walking Works” challenge between participating entities including sponsor and vendor communication, marketing materials, sponsor giveaways and daily reporting to participating entities.

8. Program Marketing and Promotion:

The Consultant shall:

- Develop communication materials that depict SJVIA programs and services offered to potential JPA members as directed by the SJVIA Board;
- Develop underwriting of prospective new members as approved by the SJVIA Board;
- Conduct benchmark of plan data with other joint purchasing arrangements, JPAs, and Trust programs; and
- Facilitate on-boarding new participating entities as approved by the SJVIA Board, including:
 - Coordinating all contracts with new participating entities;
 - Confirming and providing the following (but not limited to):
 - Client payment information,
 - Final rate structure,
 - Interface with eligibility vendor (currently MyWorkplace, Inc.), and
 - Submit group structure to carriers

9. Day to Day Program Management

The Consultant shall:

- Interface with eligibility reporting firms; and
- Manage SJVIA Board meeting preparation, including:
 - Preparing meeting agendas and agenda items and materials to allow sufficient time, as determined by SJVIA staff, for review and preparation of SJVIA Board meeting packets;
 - Adhering to the Brown Act and internal SJVIA timing issues for posting agenda items;
 - Presenting items to the SJVIA Board as directed by SJVIA staff; and
 - Recording and distributing minutes of SJVIA Board meetings.