

SELF INSURED SERVICES COMPANY
doing business as BENEFIT COORDINATORS CORPORATION

FIRST AMENDMENT TO ACAWORKS SERVICE AGREEMENT #5145

THIS FIRST AMENDMENT to that ACAWorks Service Agreement #5145 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Employer"), and Self Insured Services Company, doing business as Benefit Coordinators Corporation, an Iowa Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2 Robinson Plaza, Suite 200, Pittsburgh, Pennsylvania 15205 (hereinafter referred to as "SISCO");

RECITALS

WHEREAS, SISCO is a reseller of a web-based hosted online service known as ACAWORKS and has been engaged by Employer to provide access to and use of ACAWORKS for the Employer's Human Resource Department pursuant to ACAWorks Service Agreement #5145, dated November 17, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the Annual Paper Employee Statement Fee from \$1.50 per statement to \$1.80 per statement which shall be effective January 1, 2022, amending **SECTION 7, Fees**, and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend the Agreement to update Employer's Administrator, amending **SECTION 18**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Employer and SISCO mutually agree to amend the terms of the Agreement in this First Amendment to ACAWorks Service Agreement #5145 on the following terms and conditions:

I. **SECTION 7, Fees**, of the Agreement is amended in its entirety to read as follows:

7. Fees. As consideration for the services outlined above, Employer agrees to pay SISCO an ACAWORKS licensing fee as outlined in the Fee Schedules attached to this Agreement (attached hereto as Exhibit A and Amended Exhibit A) – which may be updated by the Parties from time to time, as agreed upon by the Parties.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing through December 31, 2021, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and

made by reference a part hereof.

For the period beginning January 1, 2022 and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit A, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

II. SECTION 18, of the Agreement is amended in its entirety to read as follows:

18. The County Officer or employee with responsibility for administering this Agreement is Joseph Carruesco, Director of Human Resources, Human Resource Department, or successor.

Except as herein amended, all other parts and sections of ACAWorks Service Agreement #5145 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to ACAWorks Service Agreement #5145 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Laura Schwartz*
Laura Schwartz (Jan 21, 2022 11:14 PST)

Dated: 01/21/2022

Purchasing Agent
Chief Administrative Office
"Employer"


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-- SELF INSURED SERVICES COMPANY

doing business as

BENEFIT COORDINATORS CORPORATION--

By: *Susan Zajacs*
Susan Zajacs (Jan 13, 2022 13:20 EST)

Dated: 01/13/2022

Susan L Zajacs
Vice President Pittsburgh Operations
"SISCO"

**AMENDED EXHIBIT A
Amended Fee Schedule**

Employer will pay SISCO the following ACAWORKS access fees as described below:

- A. Set Up Fee. The set up fee is due upon execution of this Agreement and is non-refundable.
- B. PEPM (Per Employee Per Month) Fee. Employer will pay SISCO a set access fee calculated per employee, per month (hereinafter "PEPM"), the first installment of which is due and payable upon execution of this Agreement and then payable monthly, as invoiced, thereafter. Failure to pay any invoice when due shall constitute a material breach of this Agreement. Moreover, any amount past due over thirty (30) days shall accrue interest at 1.5% per month.

The PEPM Fee can't increase by more than three percent (3%) annually unless otherwise agreed to in writing by the Parties.

Fee Schedule	
One Time Set Up Fee ¹	\$3,095.00
Monthly PEPM Fee ^{2,3}	\$735.00 per Month
Annual IRS Electronic Filing Fee	\$520 (\$100 per add'l EIN)
Annual Paper Employee Statement Fee	\$1.80 per statement
Development & Programming ⁴	\$250 per hour; based on scope of project
Possible One Time Additional Set Up fees¹	
Employer EINs	\$100 per add'l over one, if applicable
User Login	\$50 per add'l over two, if requested
Payroll engines	\$250 per add'l engine over one, if applicable
Medical Insurance Plans	\$50 per add'l over one, if applicable
Bargaining Units	\$50 per add'l over one, if applicable
Employee Classification for Insurance Plans	\$50 per add'l over one, if applicable

¹ One Time Set Up Fees may increase based upon multiple payroll engines, insurance plans, employee classifications, and/or data file complexity.

² Ongoing fees include all full-time, part-time, variable, and seasonal employees.

³ A change in employee population of +/- 20% may result in the re-evaluation of monthly administration fees.

⁴ Employer will be charged on an hourly basis for services deemed 'non-standard' by the ACAWORKS team; such as custom development, design, and/or major enhancements to the existing Web Services that are requested to be performed on behalf of and for the benefit of the Employer.