

SELF INSURED SERVICES COMPANY
doing business as BENEFIT COORDINATORS CORPORATION

SECOND AMENDMENT TO ACAWORKS SERVICE AGREEMENT #5145

THIS SECOND 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");

R E C I T A L S

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, and First Amendment to ACAWorks Service Agreement #5145, dated January 21, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add the rate for the optional California Minimal Essential Coverage (MEC) reporting, amending **SECTION 7, Fees**, and adding **Exhibit A-1**, marked "**Updated Fee Schedule**";

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 Second 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 until the day before the effective date of this Second Amendment to 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.

For the period beginning with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit A-1, marked "Updated Fee Schedule," incorporated herein and made by reference a part hereof.

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 Second Amendment to ACAWorks Service Agreement #5145 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"Employer"

-- SELF INSURED SERVICES COMPANY

doing business as

BENEFIT COORDINATORS CORPORATION--

By: _____

Dated: _____

Susan L Zajacs
Vice President Pittsburgh Operations
"SISCO"