

SECOND AMENDMENT TO AGREEMENT NO. 18-708

THIS SECOND AMENDMENT TO AGREEMENT No. 18-708 is made and entered into this 16th day of August, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and ReliaStar Life Insurance Company, a Minnesota Corporation, whose address is 20 Washington Ave. S., Minneapolis, MN 55401, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 18-708, dated December 11th, 2018, and a First Amendment to Agreement No. 18-708 (identified as Agreement No. 18-708-1), dated December 15, 2020, (hereinafter collectively referred to as the "Agreement"), pursuant to which CONTRACTOR agreed to provide Life Insurance and Accidental Death and Dismemberment Insurance coverage, and Employee Assistance Program services to COUNTY employees; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to extend the agreement from three (3) years to four (4) years, with one (1) consecutive twelve (12) month extension.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 3 – TERM of the Agreement is deleted in its entirety and replaced with the following:

"3. TERM

The term of this Agreement shall be for a period of four (4) years, commencing on December 31, 2018, through and including December 31, 2022. This Agreement may be extended for one (1) additional consecutive twelve (12) month period upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Human Resources or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance."

2. Section 5 – COMPENSATION & INVOICING of the Agreement is deleted in its entirety

and replaced with the following:

"5. COMPENSATION & INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive insurance premiums as follows:

A. Class 1 Employees: \$0.35 per covered employee per biweekly pay period.

B. Class 2 Employees: \$1.79 per covered employee per biweekly pay period.

C. Class 3 Employees: \$8.77 per covered employee per biweekly pay period.

D. Employees and their spouse and/or eligible children who choose to enroll in a supplemental life insurance policy shall pay the insurance premium subject to the following monthly rates per \$1,000 of coverage, based on their age:

1) Under 25 years of age: \$0.06;

2) 25-29 years of age: \$0.07;

3) 30-34 years of age: \$0.08;

4) 35-39 years of age: \$0.11;

5) 40-44 years of age: \$0.16;

6) 45-49 years of age: \$0.23;

7) 50-54 years of age: \$0.37;

8) 55-59 years of age: \$0.60;

9) 60-64 years of age: \$0.94;

10) 65-69 years of age: \$1.76; and

11) 70 years of age and older: \$2.85.

12) All children of the employee: \$0.14

E. EAP Services: COUNTY shall pay CONTRACTOR for EAP services provided at the rate of \$0.65 per permanent, active COUNTY employee per month. For purposes of this paragraph, the monthly fee will be calculated using the number of permanent, active COUNTY employees on the first calendar day of each month.

The compensation described in Sections 5.A through 5.D, above, is guaranteed in years one (1) through four (4) of the Agreement and will remain unchanged in year five (5) of the Agreement, if the Incurred Loss Ratio, as described in this Section 5, below, is 0.70 or less. If the

1 Incurred Loss Ratio is greater than 0.70, CONTRACTOR may request an increase in the
2 compensation described in Sections 5.A through 5.D, above. Such increase must be agreed upon in
3 writing by COUNTY and CONTRACTOR.

4 The compensation described in Section 5E, above, will remain unchanged for the life of
5 the Agreement, regardless of the Incurred Loss Ratio.

6 For purposes of this Agreement, the Incurred Loss Ratio is equal to the total claims paid
7 by CONTRACTOR (total claims paid are equal to: paid life insurance claims [excluding accidental
8 death and dismemberment insurance claims paid], interest payments to beneficiaries, any potential
9 liability for employees utilizing the waiver of premium provision, and any pending unpaid claims which
10 are reported or not yet reported) divided by the total life insurance premiums received by
11 CONTRACTOR (excluding accidental death and dismemberment insurance premiums) through the
12 first 42 months of this Agreement.

13 CONTRACTOR shall submit a monthly electronic invoice for EAP services to the
14 County of Fresno Department of Human Resources. CONTRACTOR agrees that payment of said
15 invoice will be made no sooner than forty-five (45) days from date of receipt of invoice by the
16 COUNTY. Premiums for life insurance and AD&D insurance shall be remitted by COUNTY to
17 CONTRACTOR no sooner than 45 days after the last calendar day of the month in which premiums
18 are collected.

19 With regards to eligibility of coverage, in the event of a discrepancy between the
20 foregoing provisions and the terms of the CONTRACTORS Insurance Policies, the terms of the
21 Policies will govern.

22 In no event shall the cost to COUNTY for services performed under this Agreement be
23 in excess of \$1,100,000 during the term of this Agreement. However, there is no aggregate limit on the
24 amount that CONTRACTOR may receive from employees who purchase optional life insurance from
25 CONTRACTOR as described in Sections 1.D through 1.F of this agreement. It is understood that all
26 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
27 borne by CONTRACTOR."

28 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the

1 Agreement and, that upon execution of this Amendment, the Agreement, First Amendment and this
2 Second Amendment together shall be considered the Agreement.

3 The parties agree that this Amendment may be executed by electronic signature as provided in
4 this section. An "electronic signature" means any symbol or process intended by an individual signing
5 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a
6 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
7 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached
8 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person
9 signing this Amendment for all purposes, including but not limited to evidentiary proof in any
10 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
11 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
12 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
13 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
14 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
15 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
16 Amendment is not conditioned upon the parties conducting the transactions under it by electronic
17 means and either party may sign this Amendment with an original handwritten signature.

18 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
19 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
20 in full force and effect.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement No.
2 18-708 as of the day and year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

4 Mona Zielke
5 (Authorized Signature)

Steve Brandau
Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

6 Mona Zielke, Vice President

7 Print Name & Title

8 20 Washington Ave S

9 Minneapolis, MN 55401

10 Mailing Address

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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14
15 By: Rose Coughlin

Deputy

16 FOR ACCOUNTING USE ONLY:

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18 Fund: 1060

19 Subclass: 10000

20 ORG: 89250200

21 Account: 7295
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