

**BENEFITONE OF AMERICA, INC.**  
**FSA ADMINISTRATIVE SERVICES AGREEMENT**  
**AMMENDMENT #1**  
**WITH**  
**SAN MATEO COUNTY**

This Amendment is made effective January 1, 2008 ("Effective Date") and amends the FSA Administrative Services Agreement dated January 1, 2004, by and between BenefitOne of America, Inc. (hereinafter referred to as "BenefitOne"), a Florida corporation, and San Mateo County (hereinafter referred to as the "Plan Sponsor").

**WHEREAS**, the Plan Sponsor is responsible for the administration of its employee welfare benefit plan providing medical benefit (hereinafter referred to as the "Plan"); and

**WHEREAS**, the Plan Sponsor and BenefitOne desire to amend the section of Item 2. relating to the term of the agreement; and

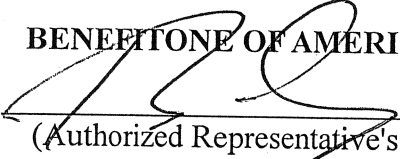
**WHEREAS**, the Plan Sponsor and BenefitOne desire to extend the existing FSA services to include both a healthcare and a dependent care account.

**NOW THEREFORE**, in consideration of the mutual promises set forth below and the good and valuable consideration provided herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Item 2. paragraph one of the Agreement is amended as follows:  
This Agreement shall be effective on the date stated above as the effective date and shall continue in effect for a six- (6) year term. This Agreement may be terminated by BenefitOne or the County of San Mateo at any time without a requirement of good cause upon ninety (90) days written notice to the other party.
2. Per Item 3. of the Agreement, Schedule A.1. , effective 1/1/08, Plan Sponsor will expand the FSA to include a new dependent care spending account service at no additional cost.
3. Item 3. of the Agreement, Schedule A.1., is amended to include year six and year seven at the fees indicated on Schedule A.1., including the Monthly Per Participant Account Fee at \$3.50 per participant.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addendum as of the date written above.

**BENEFITONE OF AMERICA, INC.**  
By:   
(Authorized Representative's Signature)  
\_\_\_\_\_  
Brian Meharry  
Printed Name  
\_\_\_\_\_  
President  
Title  
\_\_\_\_\_  
3/29/07  
Date Signed

**San Mateo County**  
By: \_\_\_\_\_  
(Officer's Signature)  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date Signed

These plan sponsor changes shall remain in full force and effect until the Agreement terminates, whether cancelled or non-renewed, unless terminated earlier in accordance with Section 3 of the Agreement.

All terms and conditions of the Agreement not modified herein shall remain the same and in full force and effect and are hereby ratified by the parties. In the event of a conflict between the Agreement and this Addendum, the Agreement shall control.

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	<i>Benefit One of America</i>	Phone:	<i>727-828-5114</i>
Contact Person:	<i>W. DRUMWRIGHT</i>	Fax:	
Address:	<i>5999 CENTRAL AVE St. Petersburg, FL 33710</i>		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

*W. Drumwright*  
 Signature  
 \_\_\_\_\_  
 3/5/07  
 Date

*W.J. DRUMWRIGHT*  
 Name  
 \_\_\_\_\_  
*Contracts Mgr.*  
 Title