

## AMENDMENT NO. 1

This Amendment No.1 ("Amendment") is effective as of January 1, 2026 ("Effective Date") and amends the Consulting Services Agreement dated July 1, 2023 ("Agreement") between Alliant Insurance Services, Inc., a California corporation ("Alliant") and City of Broken Arrow, an Oklahoma municipality ("Client"). Alliant and Client are referred to individually as Party and collectively as the Parties.

### **BACKGROUND**

The Parties intend to update the Agreement to reflect the new compensation terms and service guarantee effective January 1, 2027, as fully set forth below. Except as set forth in this Amendment and supplemented below, all other terms and conditions of the Agreement shall remain in full force and effect.

IT IS HEREBY AGREED:

#### **1. Change in Annual Fees.**

Schedule II, Section 1(a) shall be deleted in its entirety and replaced with the following Sections 1 and 2:

**"1. Direct Compensation.**

- a. **Fees.** Client shall pay Alliant the following per-employee-per-month ("PEPM") fees for the Services set forth above:

Policy Year	Fee
Jan. 1, 2026- Dec 31, 2026	\$15.75 PEPM.
Jan 1, 2027- Dec 31, 2027	\$17.50 PEPM
Jan 1, 2028- Dec 31, 2028	\$17.50 PEPM

**Performance Guarantee Beginning Jan 1, 2027.** Beginning January 1, 2027, Alliant agrees to put twenty percent (20%) of its monthly PEPM Fees (above) at risk as a guarantee of the Guaranteed Levels and Guaranteed Deadlines set forth below. Alliant guarantees that Services shall not be less than the Guaranteed Levels, or performed later than, the Guaranteed Deadlines set forth. If Alliant fails to perform these Guaranteed Levels during the 2026 Policy Year, Alliant shall credit Client 20% Fees on the following monthly invoice. If Alliant exceeds or meets the Guaranteed Levels set forth below, then the full consulting Fees will be earned on the following monthly invoice.

- i. **Guaranteed Deadlines and Guaranteed Levels.** Alliant agrees to meet mutually agreeable Guaranteed Deadlines and Guaranteed Levels on the following Scope of Services:

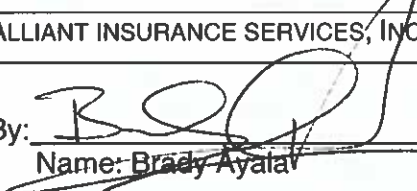
Execution of Scope	Weighting	Pass/Fail	#	Key Performance Criteria
<b>Strategy and Renewal Planning</b>	<b>25%</b>		1	Conduct annual strategy meeting and provide market updates on trends, innovation, legislative/regulatory changes
			2	Benchmark financial performance, trend, fees, cost-sharing, plan design and actuarial values for health, pharmacy & welfare benefits
			3	Conduct Health and Welfare Program Assessment to establish short and long-term benefit plan objectives, including benefits offered, plan design, employee/employer cost sharing, role of voluntary benefits, etc.
			4	Conduct annual renewal planning meeting for insured lines and ASO agreements with preliminary and final results outlined
			5	Review and negotiate performance standards and guarantees for all health & welfare plans
			6	Participate in and/or assist in preparation for quarterly Benefits Administrative Committee meetings as needed (note name of this fiduciary committee may change)
<b>Account &amp; Vendor Mgmt.</b>	<b>25%</b>		1	Ongoing administrative support, management, evaluation, and resolution of carrier service issues
			2	Coordinate and attend service meetings with Client and select carrier representatives on an as needed basis
			3	Review Health and Welfare plan documents, summary plan descriptions, contracts, and other benefit-related documents
			4	Participate in regularly scheduled open items conference calls. Maintain and distribute open items list prior to calls

Execution of Scope	Weighting	Pass/Fail	#	Key Performance Criteria
			5	Support annual/semi-annual utilization and stewardship reviews with Health & Welfare carrier partners
Actuarial & Financial	25%		1	Prepare and distribute monthly Actual vs. Budget reporting for self-insured programs and other reports as determined necessary by Client's Finance department
			2	Delivery of annual IBNR analysis and forecasting with runout data including meeting to review and responses to ad-hoc questions as needed
			3	Annual budget/accrual setting and pricing for self-insured plans with up to 3 rounds of modeling
			4	Annual employee contribution modeling with up to 3 rounds of updates
			5	Complete Client provided rate template for open enrollment for all lines of coverage
			6	Review of large claims in conjunction with renewal and pricing meetings
Compliance	25%		1	Access to Alliant's Compliance Department for assistance with:
				ERISA (and non-ERISA) and state insurance law; Medical Continuation ("COBRA"), Mental Health Parity and HIPAA; Title VII, FMLA, and USERRA; Tax Code welfare
				Legislation affecting benefit programs
				Health plan notice matrix and compliance calendar with document preparation and review
				Health and Welfare compliance audits and reporting
			2	Resources such as online seminars and workshops, compliance newsletters, and newflashes/alerts delivered via e-mail
			3	Coordination of Schedule A Reports as necessary
			4	Coordination of RxDC data collection, preparation of any files that will not be completed by the carriers and detailed instructions for the submission
			5	Preparation of required annual notices including Creditable Coverage Part D attestation
			6	Provide quarterly updates to zip-code based State/Local Leave Law analysis, access to weekly e-mail updates on legislative activity, and support for ad-hoc questions

2. **No other changes.** Except as set forth in this Amendment, all other terms and conditions shall remain in full force and effect.

The Parties are signing this Amendment on the Effective Date stated in the introductory clause.

AGREED AND ACCEPTED BY:

ALLIANT INSURANCE SERVICES, INC.	CITY OF BROKEN ARROW
By:  Name: Brady Ayala	By: _____ Name: _____
Title: Senior Vice President	Title: _____