

York Risk Services Group, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #3360

THIS SECOND AMENDMENT to that Agreement for Services #3360 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and York Risk Services Group, Inc., a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is One Upper Pond Road, Building F, Fourth Floor, Parsippany, New Jersey 07054 and whose mailing address is 8125 Sedgwick Way, Memphis, Tennessee 38125 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide workers' compensation claims third-party administration (TPA) services including administration, investigation, adjustment, utilization review, bill review, and case management for tail claims for the Human Resources, Risk Management Division pursuant to Agreement for Services #3360, dated November 1, 2018 and First Amendment to Agreement for Services #3360, dated February 11, 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 decrease the not-to-exceed compensation amount of the Agreement to \$140,264.04, to update the monthly payment to \$11,688.67 based on the decrease, and to include a new annual fee, amending **ARTICLE III, Compensation for Services**, and adding **Addendum II to Exhibit B**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, the first and fourth paragraphs of the Article are amended in their entirety to read as follows:

For the period of November 1, 2020 through October 31, 2021, for the services provided herein, County agrees to pay Consultant \$11,688.67 per month, in advance. Monthly cost after year one (1) to be determined in accordance with good faith negotiations described herein below.

Total amount of this Agreement, as amended, for each one (1) year term, inclusive of optional services, shall not exceed \$140,264.04.

Except as herein amended, all other parts and sections of Agreement for Services #3360, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #3360 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Brink Veerkamp*

Dated: 10/20/2020

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kim Dawson*
Deputy Clerk

Dated: 10/20/2020

-- YORK RISK SERVICES GROUP, INC. --

By: *J. Edward Peel*
J. Edward Peel
Vice President
"Consultant"

Dated: 9/22/2020