

Sedgwick Claims Management Services, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #7803

THIS SECOND AMENDMENT to that Agreement for Services #7803 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 Sedgwick Claims Management Services, Inc., an Illinois corporation duly qualified to conduct business in the State of California, whose principal place of business is 8125 Sedgwick Way, Memphis, Tennessee 38125, and whose local address is 10690 White Rock Road, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant").

R E C I T A L S

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 Department, Risk Management Division pursuant to Agreement for Services #7803, dated October 10, 2023, and First Amendment to Agreement for Services #7803, dated October 15, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$97,200, for a new total not-to-exceed amount of \$318,250, and to include a new fee schedule for the period of November 1, 2025, through October 31, 2026, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit B-2, Fee Schedule - 11/01/2025 - 10/31/2026**;

WHEREAS, the parties hereto desire to amend specific Articles and specific sections of Articles of the Agreement to add applicable subconsultant language and to include updated contract provisions, adding Exhibit C Updated California Levine Act Statement;

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 for Services #7803 on the following terms and conditions:

- I. ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, for the term of November 1, 2025, through October 31, 2026, County agrees to pay Consultant \$8,100.00 monthly, in advance. Monthly cost after this term is to be determined in accordance with good faith negotiations described herein below.

For the period of November 1, 2023, through October 31, 2024, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule – 11/01/2023-10/31/2024," incorporated herein and made by reference a part hereof.

For the period of November 1, 2024, through October 31, 2025, the billing rates shall be in accordance with Exhibit B-1, marked "Fee Schedule – 11/01/2024-10/31/2025," incorporated herein and made by reference a part hereof.

For the period of November 1, 2025, through October 31, 2026, the billing rates shall be in accordance with Exhibit B-2, marked "Fee Schedule – 11/01/2025-10/31/2026," incorporated herein and made by reference a part hereof.

In addition, the cost for Optional Services as outlined in Exhibit B, Exhibit B-1, and Exhibit B-2, may be charged to the Trust Account.

Total amount of this Agreement, as amended, inclusive of all work of subconsultants, and all costs, taxes, expenses, and optional services, shall not exceed \$318,250.

Subconsultant's services, other outside services, other direct costs, including but not limited to, printing, delivery charges, and copying costs, authorized herein shall be invoiced at Consultants cost, with no markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultants costs for the services being billed on those invoices.

The Parties shall negotiate the monthly fee for the following renewal year, in good faith at least sixty (60) days prior to the expiration of the then-current term. The Parties shall negotiate the monthly fee for the following renewal year of the Agreement based on the total number of open tail claims remaining.

II. The following Articles and Sections of Articles of the Agreement are amended in their entirety to read as follows:

ARTICLE I, Scope of Work, Amended Second and Last Paragraph

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, tools, materials, services, and equipment necessary to provide workers' compensation claims third-party administration (TPA) services including administration, investigation, adjustment, utilization review, bill review, and case management for tail claims.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the

services included in the Scope of Work, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees, agents, associates, representatives, or subconsultants.

ARTICLE VII, Confidentiality, Amended in its entirety

ARTICLE VII

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Human Resources Department or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII, Assignment and Delegation, Amended in its entirety

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XV, Indemnity, Amended in its entirety

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant, or its subconsultants, officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq

ARTICLE XVI, Insurance, Added Subsection P

- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XIX, Conflict of Interest, Last paragraph

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," and Exhibit C-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XX, Nondiscrimination, Amended Subsection A

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations, section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

ARTICLE XXIII, Business License, Amended in its entirety

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Consultant warrants and represents that it and any of its subconsultants employed under this agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services #7803 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #7803 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

**-- SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC. --**

By: J. Edward Peel
J. Edward Peel (Oct 6, 2025 13:59:16 CDT)

Dated: 10/06/2025

J. Edward Peel
Vice President, Senior Corporate Counsel
"Consultant"

Sedgwick Claims Management Services, Inc.

Exhibit B-2

Fee Schedule - 11/01/2025 - 10/31/2026

Coverage line	Year 25/26
Workers Compensation Annual Flat Fee	\$97,200.00

Service	Rate
Medical bill review and other Savings	
State fee scheduling/usual, customary and reasonable; state reporting	\$9.00 per bill
All other savings [Preferred Provider Organization (PPO), Out of Network (OON), other savings]	25% of savings
Telephonic Clinical Services	
Telephonic case management (TCM): - Telephonic nurse case manager - Surgery nurse case manager	\$99 per hour
Utilization Review (UR) and Physician Advisor	
Utilization Review and Pharmacy UR	\$145 per review
Physician advisor/peer review	\$250 per review
Physician review of records	\$275 per hour
Physician advisor appeal	\$350 per review
Complex pharmacy management	Pharmacy nurse management/pain coaching: \$115 per hour Physician and PharmD management (as needed): \$275 per hour

Service	Rate
Field Case Management	
Medical field case management: Full field	\$99 per hour, plus direct expenses Urgent/Catastrophic case management: \$165 per hour
Catastrophic/Crisis Care management	\$165 per hour
Field Case Management Tasks:	
Field Case Management: Full	\$99 per hour
Limited Assignment Task	\$105 per hour
Specialty task services: Life Care Plan, Expert testimony, customized services	\$165 per hour

Definitions, terms and conditions

Life of contract: Sedgwick will administer all claims during the contract for the quoted fee. Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

Allocated expenses: The claim fees agreed to shall include all costs incurred by Consultant in handling claims submitted except those costs normally referred to as "allocated expenses." These expenses shall be billed to the individual claim file when incurred.

In some cases, Consultant engages subconsultants to assist in providing services. In order to hold down the cost to clients, Consultant may have arrangements with these subconsultants to cover expenses for certain activities, including at a minimum, development of integrated data systems, account management, quality oversight and ongoing projects that improve penetration and efficiency for Consultant's examiners. These cooperative service agreements are not transactional-based and are not dependent on any activity generated by the County. In fact, the flat cooperative service fees remain the same regardless of whether the County uses the vendors on the program or not.

Allocated expenses include at a minimum:

- Attorney fees and costs
- Hearing representation in lieu of attorney fees including preparation, travel expenses, attendance, and system notations
- Court costs and appeal bonds
- Cost of providing rehabilitation services

- Cost of surveillance activities and other outside investigations
- Cost of expert witnesses, accident reconstruction specialists, or any other specialist necessary for the investigation and/or defense of a claim
- Cost incurred to obtain statements, photographs, records, transcripts, depositions, and digital call recording
- Cost of inspections, appraisals, repair management, and rental/replacement
- Cost of independent medical exam
- Cost of medical bill review, PPO, managed care and other similar programs
- Cost of medical experts, peer review, utilization review, case management, pre-certifications and medical necessity evaluations
- Cost of translation services
- Medicare reporting and compliance services fees and costs
- Index filings
- Cost of vocational evaluations, vocational services, training or other vocational activities
- Cost of outside assistance necessary to prepare or protect a client's subrogation right or Special Disability Trust Fund claim
- Expenses for travel to depositions, mediations, arbitrations, hearings or other legal proceedings at the client's request or as required by law or rule of a federal, state or local agency

Terms and conditions

Quotation expiration: All pricing quoted is valid for a period of six (6) months from submission unless a written extension is requested.

Payment terms: All recurring fees such as claims service, program management shall be billed monthly in advance, and information technology fees shall be billed annually in advance. All invoices are payable upon receipt.

Sedgwick Claims Management Services, Inc.

Exhibit C-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/06/2025

Date

J. Edward Peel

J. Edward Peel (Oct 6, 2025 13:59:16 CDT)

Signature of authorized individual

J. Edward Peel

Sedgwick Claims Management Services, Inc.

Type or write name of company

Type or write name of authorized individual