

# ORIGINAL

## York Risk Services Group, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #3360

**THIS FIRST 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, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to decrease the not-to-exceed compensation amount of the Agreement to \$165,017.00, to update the monthly payment to \$13,751.42 based on the decrease, and to include a new annual fee for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Addendum I to Exhibit B**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's notice recipient, amending **ARTICLE XII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the County Agreement Administrator, amending **ARTICLE XXIII, Administrator**;

**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 First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE II**

**Term:** This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall begin on November 1, 2018. This Agreement shall automatically renew for successive one (1) year terms unless terminated earlier as set forth herein below in **ARTICLE XI, Default, Termination, and Cancellation**.

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

For the services provided herein, County agrees to pay Consultant \$13,751.42 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 \$165,017.00.

III. **ARTICLE XII, Notice to Parties**, is amended in its entirety to read as follows:

**ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

To County

County of El Dorado  
Risk Management  
330 Fair Lane  
Placerville, California 95667

Attn.: Tameka Usher  
Director of Human Resources

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

York Risk Services Group, Inc.  
8125 Sedgwick Way  
Memphis, Tennessee 38125

Attn.: General Counsel Americas

IV. **ARTICLE XXIII, Administrator**, is amended in its entirety to read as follows:

**ARTICLE XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Tameka Usher, Human Resources Director, or successor.

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

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

-- COUNTY OF EL DORADO --

By: 

Dated: 2-11-20

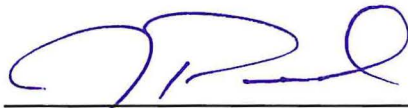
Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 2-11-20

-- YORK RISK SERVICES GROUP, INC. --

By: 

Dated: 2/11/2020

J. Edward Peel  
Vice President  
"Consultant"

