

**AMENDMENT NO. 3 TO CLAIM ADMINISTRATION AGREEMENT NO. 24858**

**THIS THIRD AMENDMENT** to Tulare County Agreement Number 24858 (the "Agreement"), is entered into between COUNTY OF TULARE ("COUNTY") and CORVEL ENTERPRISE COMP, INC. ("CONTRACTOR") as of April 1, 2020, with reference to the following:

- A. COUNTY and CONTRACTOR entered into Agreement No. 24858 on February 15, 2011, for the purpose of providing third party workers' compensation claim administration services for the COUNTY and reporting to Centers for Medicare and Medicaid Services required under the Medicare Medicaid Schipp Extension Act. The original term of the Agreement was April 1, 2011 through April 1, 2014.
- B. COUNTY and CONTRACTOR have amended the agreement twice: first to extend the term of the Agreement to April 1, 2017 (Amendment No. 1) and a second time to extend the term to April 1, 2020 (Amendment No. 2).
- C. COUNTY and CONTRACTOR now wish to amend the Agreement a third time to extend the term of the Agreement another three years to March 31, 2023, to set the Claim Administration Fees for each of the additional three years, and to update the Service Instructions contained within Exhibit G to the Agreement.


**ACCORDINGLY, COUNTY and CONTRACTOR** agree as follows:

- 1. Agreement No. 24858 is hereby amended to extend the term of the Agreement by three years, effective from April 1, 2020 through March 31, 2023.
- 2. The Annual Claim Administration Service Fee, as set forth in Paragraph 2 of the Agreement, is amended as follows:
  - a. Effective April 1, 2020 through March 31, 2021, the Annual Claim Administration Service Fee shall remain at \$573,000.00 (no pricing increase).
  - b. Effective April 1, 2021 through March 31, 2022, the Annual Claim Administration Service Fee shall be \$590,190.00.
  - c. Effective April 1, 2022 the Annual Claim Administration Service Fee shall be \$607,895.70.
- 3. Effective April 1, 2020, Exhibit G to the Agreement (Service Instructions) is hereby replaced and superseded in its entirety by the attached Exhibit G.
- 4. Except as provided above and in the prior amendments to this Agreement, all other terms and conditions of Agreement No. 24858 shall remain in full force and effect.

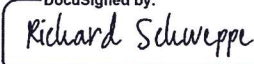
**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

**CORVEL ENTERPRISE COMP, INC.**

Date 12/27/2019

DocuSigned by:  
  
By \_\_\_\_\_  
Print Name Brandon OBrien  
Title CFO

Date 12/27/2019

DocuSigned by:  
  
By \_\_\_\_\_  
Print Name Richard Schweppe  
Title Treasurer

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that only one manager manages the LLC.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By  1.13.20  
Deputy

Matter # 20191844