

**ADAMS COUNTY, COLORADO
AMENDMENT ONE TO THE AGREEMENT FOR WORKERS'
COMPENSATION THIRD PARTY ADMINISTRATION SERVICES**

THIS AMENDMENT ONE TO PROFESSIONAL SERVICE AGREEMENT #2019.018 is entered into this 3 day of September, 2020, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Tristar Risk Management, located at 700 Oceangate, Suite 700, Long Beach, California 90802, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on May 28, 2019, the County entered into a Professional Service Agreement 2019.018 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year to May 27, 2021.
2. The attached document dated July 9, 2020 includes a fee increase that is effective September 7, 2020
3. The Service Agreement and this Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
4. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any

conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**ADAMS COUNTY, COLORADO
COUNTY MANAGER**



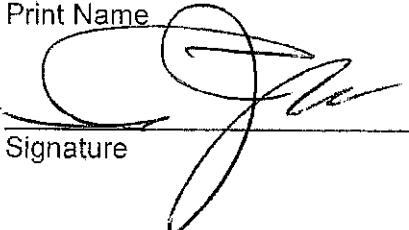
Raymond H. Gonzales

3 Sept 2020

Date

TRISTAR RISK MANAGEMENT

THOMAS J. VEALE

Print Name



Signature

PRESIDENT

Print Title
8/10/2020

Date

**ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER**



Deputy Clerk

APPROVED AS TO FORM:

7/22/2020 Doug Edelstein approved

County Attorney



Karen Lesko, CRM
Director, Sales & Client Solutions
Office: (888) 538-9847 Ext. 3215
Fax: 720-962-0301
Mobile: 303-588-1473
Karen.Lesko@tristargroup.net

July 9, 2020

Phil Padilla, Risk Manager
Adams County Colorado
E: ppadilla@adcogov.org

Anna Forristall, CPPB, Procurement and Contracts Supervisor, Finance Department,
E: aforristall@adcogov.org

RE: TRISTAR Renewal Effective 9/7/20

Dear Phil,

Thank you and Anna for reaching out regarding the TRISTAR renewal effective 9/7/20, and for talking with me today. Please accept my apologies for the delay in getting back to you. The coronavirus has all of our worlds turned upside down and running in different directions everywhere! All of us at TRISTAR sincerely wish you and all of your associates, including your first responders, a safe and healthy day, every day. We appreciate everything you all are doing for the residents of your County.

TRISTAR most certainly wants to enter into Year 2 of the current service agreement. There are a few minor fee adjustments listed below:

Service	Current Rate	Effective 9/7/20
Workers' Compensation Annual Claims Administration	\$66,789	\$69,126
Medical Bill Review	\$8.50 per bill	\$9.00 per bill
Utilization Pre-Clinical Review	\$22 flat rate	\$25 flat rate
Peer Review Level 1	\$250	\$275
Catastrophic Medical Case Management	\$150 per hour	\$175 per hour
Liability Medical Bill Review	\$25 flat fee	\$30 flat fee
ISO (Index Bureau, Office of Foreign Asset Control, Child Support Enforcement, Social Security)	\$15 per report	\$18 per report

The liability cost per claim fees and other ancillary fees remain the same. Please let me know if TRISTAR needs to draft an amendment or if Anna Forristall should attend to that task.

All of us at TRISTAR value the great partnership we have with you and have been excited to work with Angelika, too. Thank you for your interest and support.

Sincerely,

Karen Lesko, CRM
Director, Sales and Client Solutions