

**ADAMS COUNTY, COLORADO
AMENDMENT THREE FOR WORKERS' COMPENSATION THIRD PARTY
ADMINISTRATOR AND OTHER SERVICES (2016.026)**

THIS AMENDMENT THREE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2016.026 is entered into this 11 day of September, 2018, 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, Inc., located at 200 Union Boulevard, Suite 580, Lakewood, Colorado 80228, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on August 23, 2016, the County entered into a Professional/Purchase of Service Agreement 2016.026 with Contractor; and,

WHEREAS, the County and the Contractor amended the Service Agreement to add services in Amendment One dated December 12, 2016; and,

WHEREAS, the County and the Contractor amended the Service Agreement in Amendment Two to extend the term on September 11, 2017; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement in this Amendment Three 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.
2. The fee schedule shall be \$66,789.00.
3. The Service Agreement and this Amendment Three 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 Three, the terms, conditions, and provisions of this Amendment Three shall control.
4. The Recitals contained in this Amendment Three are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment Three 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 Three is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment Three or any terms, conditions, or

provisions hereof. All terms, conditions, and provisions in this Amendment Three 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 Three is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Three 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 Three, 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
BOARD OF COUNTY COMMISSIONERS

Mary Green
Chair

9/11/18
Date

TRISTAR RISK MANAGEMENT, INC.

Thomas J. Veale
Print Name

[Signature]
Signature

President
Print Title

9/13/18
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

Stanna
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
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

June 25, 2018

Phil Padilla, Risk Manager, County Attorney's Office
E: PPadilla@adcogov.org
Anna Forristall, CPPB, Contract Specialist III, Purchasing Division
E: AForristall@adcogov.org

Adams County Colorado
4430 South Adams County Parkway, Suite C4000B
Brighton, CO 80601

RE: Third Party Claims Administration Fee Adjustment Effective 9/7/18

Dear Mr. Padilla and Ms. Forristall,

Thank you for your request for a quote for the claims administration renewal effective 9/7/18. The Annual Fee for Workers' Compensation Third Party Claims Administration will remain the same, and as well, the cost per claim fees for Liability Third Party Claims Administration and other ALAE ancillary service fees will remain the same.

I understand the County is considering nurse triage in conjunction with the telephonic reporting program. The fee for nurse triage intake is \$120 per call. This can be implemented whenever the County decides to move forward with this program.

Please let me know if you have any questions or want to review further. We appreciate the collaborative effort with you and your associates in making this a successful program with the County and truly value the relationships that have been developed.

Sincerely,

A handwritten signature in black ink that reads "Karen Lesko".

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