

SECOND AMENDMENT TO CLAIMS ADMINISTRATOR AGREEMENT

This Second Amendment of the Agreement, entered into this ___ day of June, 2020, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and Sedgwick Claims Management Services Inc. (hereinafter "Claims Administrator"), an Illinois corporation whose address is 8125 Sedgwick Way, Memphis, TN 38125, as successor in interest to York Risk Services Group, Inc., is made with reference to the following:

RECITALS:

- A. On July 1, 2012, a CLAIMS ADMINISTRATOR AGREEMENT (hereinafter "Agreement") was entered into by and between City and Claims Administrator.
- B. On June 2, 2015, a FIRST AMENDMENT TO CLAIMS ADMINISTRATOR AGREEMENT (hereinafter "First Amendment") was entered into by and between City and Claims Administrator to modify the Agreement to extend the term and contract amount on the terms and conditions set forth in the Agreement.
- C. City and Claims Administrator desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Paragraph 1, 2, and 3 of the First Amendment are deleted in their entirety.
- 2. Paragraph 1, TERM, of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 1st day of July, 2012 and shall terminate on the 30th day of June, 2021, unless terminated earlier as set forth herein. The City may exercise one one-year option with 60 days prior written notice given to Claims Administrator."

- 3. Paragraph 3, COMPENSATION TO CLAIMS ADMINISTRATOR, of the Agreement is modified to read as follows:

"Claims Administrator shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit B-2 which is attached hereto and incorporated herein by this reference.

Payments for Claims Administration shall be paid by the City monthly in advance and are due on the first of each month on receipt of an invoice from Claims Administrator."

- 4. Paragraph 17, NOTICES, of the Agreement is modified to read as follows:

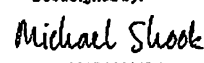
"All notices, demands, requests, or approvals from City to Claims Administrator shall be addressed to Claims Administrator at:

Sedgwick Claims Management Services Ltd
8125 Sedgwick Way
Memphis, TN 38125
Attention: General Counsel Americas"

5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

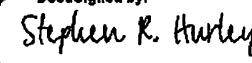
Sedgwick Claims Management Services, Inc.

DocuSigned by:

4A8755AD2904D1...
Michael Shook

Senior Vice President

CITY OF ALAMEDA
A Municipal Corporation

Yibin Shen
City Attorney

DocuSigned by:

0F588AE8EAC401...
Stephen R. Hurley

Assistant Secretary

RECOMMENDED FOR APPROVAL

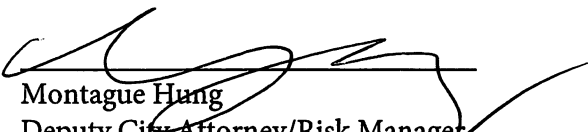

Montague Hung
Deputy City Attorney/Risk Manager

Exhibit B-2**Second Amended Compensation to Claims Administrator****Annual Fee**

Line of Business	Annual Fee
Workers' Compensation FY 20/21	\$164,695
Workers' Compensation FY 21/22	\$168,812

Workers' Compensation, and Auto Liability PIP Claims

Detail	Unit	Fee
Fee Per Bill – All States	Per Bill	\$6.75
State EDI Reporting in Required States	Per Bill	No Charge
California WellComp MPN Access* (if used)	Per bill	Add \$5.00
Enhanced Audit Savings	% of Savings	28%
PPO Network & Out of Network Savings	% of Savings	28%
Fee Schedule Savings	% of Fee Schedule	0%

Case Management

Detail	Unit	Fee
Telephonic Case Management	Per Hour	\$99.00
Field Case Management	Per Hour	\$99.00 (Plus Mileage: IRS Reimbursement Rate & Expenses and Wait at Hourly Rate)
Nurse Hotline (24/7 Nurse Triage) (optional)	Per Incident	\$110.00
Return to Work Services		
Alternative RTW (MDOS)	Per Placement	No Charge
Program Design and Administrative Consultation	Per Hour	No Charge
Transitional Work Services Plan and Policy Development	Per Hour	No Charge

Detail	Unit	Fee
Job Analysis / Functional Job Assessment	Per Analysis	No Charge
Ergonomic Assessment	Per Hour	No Charge
Transitional Work Services	Per Hour	No Charge

Utilization Review/Certification

Detail	Unit	Fee
Medical Coordinator Review (Level 1)	Per Review	\$68.00
Nurse Review (Level 2, 3)	Per Review	\$149.00
Medical Director Review (additional fee when applicable)	Per Review	\$225.00
Medical Director Appeal Review	Per Review	\$400.00

Peer Review

Detail	Unit	Fee
Peer Review	Per Hour	\$195.00 - \$400.00 (Depending on Specialty)
Physician Intervention Review (Pharmacy Review with Peer to Peer Contact)	Per Hour	\$295.00
Rush Fee	Per Rush	\$100.00

Medicare Secondary Payer Services (MSA)

Detail	Unit	Fee
Mandatory CMS MMSEA Reporting	Per Claim	\$9.50
Standard MSA	Per Referral	\$2,950.00
Revised MSA	Per Referral	\$500.00
Complex/Catastrophic MSA	Per Referral	\$3,500.00
Rush MSA Additional	Per Referral	\$525.00
MSA CMS Submission	Per Referral	\$525.00
Medical Cost Projections	Per Referral	\$1,750.00

Detail	Unit	Fee
Conditional Payment Request	Per Referral	\$250.00
Conditional Payment Dispute Resolution	Per Inquiry	\$500.00
Final Settlement Document Submission	Per Referral	\$155.00
Medicare / Medicaid Investigation	Per Inquiry	\$100.00
Medical Cost Projection to MSA Conversion	Per Referral	\$1,200.00
Social Security Investigation	Per Inquiry	\$100.00

Ancillary and Other Managed Care Services – optional and processed as ALAE

Detail	Unit	Fee
Diagnostic Network Services	N/A	Varies by Procedure
Durable Medical Equipment Network Services	N/A	Varies by Equipment
Home Health Network Services	N/A	Varies by Service
Translation & Transportation Network Services	N/A	Varies by Service
Physical Therapy Network Services	N/A	Varies by Procedure
IME Network Services	N/A	Varies by Specialty



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER *Marsh USA Inc. 6410 Poplar Ave Suite 540 Memphis, TN 38119 CN101395638--GAWU-19-20	CONTACT NAME: Karen Angus	
	PHONE (A/C, No, Ext): (901) 684-3725 FAX (A/C, No):	
INSURED Sedgwick LP and Subsidiaries 8125 Sedgwick Way Memphis, TN 38125	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Co	19682
	INSURER B : Hartford Underwriters Insurance Company	30104
	INSURER C : Twin City Fire Insurance Co	29459
	INSURER D : Everest National Insurance Co	10120
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** ATL-005072317-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			20CSEC75302	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY			20CSEC75305 (AOS)	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20CSEC75307 (HI)	09/30/2019	09/30/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XC5CU00153191	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WNC75300 (AOS)	09/30/2019	09/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	20WBRC75301 (WI)	09/30/2019	09/30/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OK 6/3/20
JC

CERTIFICATE HOLDER City of Alameda 2263 Santa Clara Ave Room 130 Alameda, CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary T. Sumner <i>Mary T. Sumner</i>
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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com
INSURED Sedgwick, LP and Subsidiaries 8125 Sedgwick Way Memphis, TN 38125	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of P INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W16734897

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			02-139-91-44	09/30/2019	09/30/2020	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OK 6/3/20
JC**CERTIFICATE HOLDER****CANCELLATION**

City of Alameda 2263 Santa Clara Avenue Room 130 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 19688528

BATCH: 1698621



SEDGINC-01 MRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2020

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PRODUCER New York- E.45th-Alliant Ins Svc Inc 140 East 45th St Ste 6B New York, NY 10017	CONTACT NAME: michele.rodriquez@alliant.com PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Sedgwick LP and subsidiaries 8125 Sedgwick Way Memphis, TN 38125	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 37885

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Crime			ELU166647-20	04/01/2020	04/01/2021	Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

OK 6/3/20
LC

CERTIFICATE HOLDER

CANCELLATION

City of Alameda 2263 Santa Clara Avenue Room 130 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ONLY THOSE WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.