

# FIRST AMENDED SCHEDULE A

## FIRST AMENDED SERVICE FEE COMPENSATION SCHEDULE

TO THE

CLAIMS ADMINISTRATION SERVICES AGREEMENT  
BY AND BETWEEN  
RISK ADMINISTRATION SERVICES, INC.  
AND  
CITY OF RAPID CITY

THIS FIRST AMENDED SERVICE FEE COMPENSATION SCHEDULE TO THE CLAIMS ADMINISTRATION SERVICES AGREEMENT (hereafter "**First Amended Fee Schedule**") by and between **RISK ADMINISTRATION SERVICES, INC. ("RAS")** and **CITY OF RAPID CITY ("SELF-INSURER")** is hereby entered into as of the \_\_\_\_ day of May 2020 ("**Effective Date**") in accordance with the following terms and conditions:

**WHEREAS**, Self-Insurer is a self-insured entity pursuant and according to the rules and procedures included within the South Dakota Workers' Compensation Act (hereafter the "**Act**");

**WHEREAS**, the parties hereto have entered into a Claims Administration Services Agreement as of January 1, 2020 ("**Agreement**") for the administration of workers' compensation and employer's liability insurance claims filed by employees ("**Claimants**") of insureds in connection with Self-Insurer's workers' compensation program ("**Program**");

**WHEREAS**, the parties have agreed to terms related to RAS service fee compensation for services to be provided under such Agreement and memorialized such terms on Schedule A to the Agreement as of January 1, 2020;

**WHEREAS**, the parties hereto now desire to expand the services presently being provided by RAS for the Program of Self-Insurer under the Agreement to include the administration of claims in existence as of the date of the Agreement;

**WHEREAS**, the parties hereto now also desire to amend Schedule A to include the compensation to be remitted to RAS for such expanded services;

**NOW, THEREFORE**, for good and valuable consideration the receipt and adequacy of such is hereby acknowledged, the parties hereto agree to amend Schedule A follows:

1. Paragraph 1.b. of Schedule A. Through this First Amended Fee Schedule and as anticipated within Paragraph 1.d. of the Fee Schedule to the Agreement, compensation to be remitted to RAS shall be supplemented by Self-Insurer to include a Take-Over Claim Fee ("**TOC Fee**") of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) in the following components:

- |    |  |               |
|----|--|---------------|
| a. | RAS Administrative Fees for Conversion | \$40,000; and |
| b. | Administration of Take-Over Claims     | \$15,000      |

Such TOC Fee as detailed above shall be payable to RAS in one lump sum within 45 days of the execution of this First Amended Fee Schedule.

2. Fee Schedule Terms. Unless expressly amended herein, all other terms, conditions, obligations and remuneration as set forth in the original Fee Schedule dated January 1, 2020 shall remain unchanged and are specifically renewed and adopted as if fully set forth herein.

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

**RISK ADMINISTRATION SERVICES, INC.**

**CITY OF RAPID CITY**

\_\_\_\_\_  
BY: RICHARD E. JOHNSON  
ITS: PRESIDENT  
DATE: \_\_\_\_\_  
FEDERAL TAX ID NO.: 46-0407236

\_\_\_\_\_  
BY: STEVE ALLENDER  
ITS: MAYOR  
DATE: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Pauline Sumption, Finance Officer

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**