

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA
AND
GENEX SERVICES, LLC
(WC PROGRAM - MCP SERVICES - UR\CM\RTW)**

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement (“Amendment”) is made and entered into this 3rd day of July, 2024 by and between the City of Corona (“City”) and Genex Services, LLC. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated April 4, 2018 (“Agreement”), whereby Consultant agreed to provide Medical Case Management, Utilization Review and Return to Work services for the City’s Self Insured Workers’ Compensation Program.

2.2 Prior Amendments. City and Consultant entered into City and Consultant entered into the following prior amendments: (1) that certain First Amendment to the Agreement on August 5, 2020 to extend the term of the Agreement through June 30, 2021; and (2) that certain Second Amendment as of May 8, 2024 to extend the term of the Agreement retroactively from July 1, 2021 through June 30, 2024 and replace Exhibit “C” (Compensation) with Exhibit “C-2” (Compensation) retroactively to July 1, 2020, as an authorized two percent (2%) increase in the Field Rate Case Management Fee was approved but inadvertently omitted from the First Amendment.

2.3 Name Change. Consultant has changed its name from Excel Managed Care & Disability Services to Genex Services, LLC.

2.4 Third Amendment Purpose. City and Consultant desire to amend the Agreement for the third time to take the following actions retroactively to July 1, 2024: (1) extend the term of the Agreement for one year with four optional one-year renewal terms; and (2) to revise the rate schedule provided for in Exhibit “C” (Compensation) to increase the Field Rate Case Management Fee from \$96.90 to \$98.90.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2025 (“Initial Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Initial Term of this Agreement, and shall meet any other established schedules and deadlines. The City, by and through the City Attorney/Legal and Risk Management Director, has the right to extend the Initial Term of this Agreement, in its sole discretion and under the same terms and conditions, for four (4) additional one (1) year periods (each a “Renewal Term”). The terms “Initial Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Compensation. Effective July 1, 2024, Exhibit “C” (Compensation) is replaced with Exhibit “C-3” (Compensation) attached hereto and incorporated herein by reference.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.5 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND GENEX SERVICES, LLC
(WC PROGRAM - MCP SERVICES - UR\CM\RTW)**

IN WITNESS WHEREOF, the Parties have entered into this Amendment to Professional Services Agreement as of the first date hereinabove written.

CITY OF CORONA

By: _____
Dean Derleth
City Attorney

Attest: _____
Sylvia Edwards
City Clerk

**GENEX SERVICES, LLC
a Pennsylvania Limited Liability Company**

DS
SR

DocuSigned by:
By: Norm Brown
Norm Brown
COO, Genex Services, LLC

EXHIBIT "C-3" **COMPENSATION**

FEES

Consultant shall be paid according to the following fee schedule:

- **Utilization Review Fee:** RN Review = \$79 per review
 Physician Review = \$215 per review
 Physician Review (Specialist, if needed) = \$215 per review

 Flat fee services (each review includes up to 3 medical requests).
- **Case Management Fee:** Field Rate = \$98.90 per hour
- **Return to Work Fee:** \$105 per hour

Travel Time: While travel time is billable when charging the Case Management and Return to Work fees, Consultant shall make reasonable efforts to minimize travel time. If travel commences from the residence of the service provider, travel time shall be charged from either Consultant's office or the residence of the service provider, whichever is shorter. In no event shall Consultant bill for automobile travel time in excess of 1 hour in each direction without the prior written permission of the City.