SECOND AMENDMENT AND EXTENSION TO THIRD PARTY ADMINISTRATION (TPA) SERVICES AGREEMENT (RFP-603870-20/BJC)

THIS SECOND AMENDMENT AND EXTENSION is made and entered into this _____ day of ______, 2025, and is to that certain Original Agreement made and entered into on the 25th day of September, 2020, as amended on March 12, 2024, between **DAVIES** CLAIMS NORTH AMERICA, INC., whose address is 6015 Resource Lane, Lakewood Ranch, Florida 34202, in this Amendment and Extension referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment and Extension referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on September 25, 2020, as amended on March 12, 2024, to provide Third Party Administration (TPA) services for Seminole County; and

WHEREAS, the initial term of the Agreement is for five (5) years commencing on September 25, 2020 and expiring on September 24, 2025; and

WHEREAS, CONTRACTOR and COUNTY mutually desire and consent to extend the term of the Original Agreement for an additional two (2) years from September 25, 2025 to September 24, 2027 to enable both parties to continue to enjoy the mutual benefits the Original Agreement provides; and

WHEREAS, pursuant to Section 18 of the Original Agreement, no modifications, amendments or alterations to the terms or conditions contained in the Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with

the Agreement; and

WHEREAS, all the remaining terms of the Original Agreement, as amended, shall remain in

place and unchanged except where they conflict with this Second Amendment and Extension.

NOW, THEREFORE, in consideration of the mutual understandings and agreements

contained in this Second Amendment and Extension, COUNTY and CONTRACTOR agree as

follows:

1. The foregoing recitals are true and correct and form a material part of this

Agreement upon which the parties have relied.

2. The Term of the Original Agreement shall be extended, shall remain in full force

and effect and shall continue uninterrupted until September 24, 2027, subject to the termination

and cancellation clauses in the Agreement.

3. COUNTY agrees to compensate CONTRACTOR for the professional services in a

Not-to-Exceed amount as follows:

a. Year 6 (September 25, 2025 through September 24, 2026) – ONE HUNDRED

NINETY-ONE THOUSAND AND SEVEN HUNDRED DOLLARS AND

ZERO CENTS (\$191,700.00)

b. Year 7 (September 25, 2026 through September 24, 2027) – TWO HUNDRED

AND FOUR THOUSAND, ONE HUNDRED AND SIXTY DOLLARS AND

FIFTY CENTS (\$204,160.50)

4. Except as modified by this Second Amendment and Extension, all terms and

conditions of the Original Agreement, as amended, remain in full force and effect for the term of the

Agreement.

5. This Second Amendment and Extension shall be effective immediately.

Second Amendment and Extension to Third Party Administration (TPA) Services Agreement (RFP-603870-20/BJC)

IN WITNESS WHEREOF, the parties have executed this Second Amendment and Extension for the purposes stated above.

ATTEST:	DAVIES CLAIMS NORTH AMERICA, INC.
Witness	By:
Print Name	Print Name
Witness	Title
Print Name	Date

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

	By:
Witness	Robert Bradley,
	Procurement Division Manager
Print Name	
	Date:
Witness	
Print Name	
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney AFL/sfa	
04/29/2025	

 $T: \ \ Users \ \ \ Administration \ \ Services \ \ Agreement. docx$