

**AMENDMENT NO. 7  
TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND  
INTERCARE HOLDINGS INSURANCE SERVICES, INC.**

This amendment is made to the Agreement for the provision of Third-Party Workers’ Compensation Claims Administration (“Agreement”) by and between Intercare Holdings Insurance Services, Inc. (hereinafter “Contractor”), and the County of Monterey, a political subdivision of the State of California (hereinafter referred to as “County”).

**WHEREAS** the County and Contractor previously entered into the original Agreement on August 29, 2011; and,

**WHEREAS**, the Agreement’s term was from October 1, 2011, to September 30, 2014; and,

**WHEREAS**, the Agreement has been amended from time-to-time, most recently, Amendment No. 5 extended the agreement by one year and 9 months through and including June 30, 2020; and,

**WHEREAS** the total cost of the Agreement since its inception has been \$1,143,070.11; and,

**WHEREAS** the County and Contractor amended the Agreement by way of Amendment No. 6 and extended the term by three years, through and including June 30, 2023, and increased Contractor’s compensation over the three years of an amount not to exceed \$52,447.89 for a total amount not to exceed \$1,195,518.00.

**WHEREAS** the County and Contractor wish to amend the Agreement’s term by three years, through and including June 30, 2026, and increase the amount over the three-year extension in an amount not to exceed \$174,797.58 for a total amount not to exceed \$1,370,315.58.

**NOW THEREFORE**, County and Contractor hereby agree to amend the Agreement as follows:

1. Section 6., “TERM OF AGREEMENT” shall be amended to extend the term of the Agreement by three years, through and including June 30, 2026.
2. Section 7., “COMPENSATION AND PAYMENTS, *Subsection 6.6 – “Costs for Contractor Claims Administration Services”* shall be amended on the Effective date as follows:

**Annual Claims Fee:**

07/01/23 – 06/30/24	\$1,279,204.26
07/01/24 – 06/30/25	\$1,323,976.41
07/01/25 – 06/30/26	\$1,370,315.58

The average caseload used in determining the staffing model is 135 Indemnity claims per Adjuster and assumes Medical Only and Future Medical Claims were given half the weight of 1 Indemnity claim or 2:1 ratio.

Staffing Model:	FTE
Claims Supervisor	1.00
Claims Adjusters	5.00
Claims Assistants	2.00
Administrative Clerk	1.00
Total Dedicated FTE	9.00

## 3. Subsection 6.7 – “Costs of Ancillary Services”, shall be amended as follows:

**Managed Care Services:**

Services:	07/1/23-06/30/24	07/1/24-06/30/25	07/1/25-6/30/26
a. Bill Review Services			
Flat fee per bill inclusive of PPO Access Fee	\$19.00 per bill	\$19.50 per bill	\$20.00 per bill
Complex Bill Review for out of network bills and bills that are not subject to fee schedule.	20% of savings	20% of savings	20% or savings
b. Utilization Review			
Level 1 – Adjuster	No charge	No charge	No charge
Level 2 – Nurse	\$110.00 per hour	\$110.00 per hour	\$110.00 per hour
Level 3 – Medical Advisor	\$275.00 per hour	\$275.00 per hour	\$275.00 per hour
Peer Review	\$300.00 per hour	\$300.00 per hour	\$300.00 per hour
Specialty Peer Review	\$325.00 per hour	\$325.00 per hour	\$325.00 per hour
c. Telephonic Case Management	\$110.00 per hour	\$112.50 per hour	\$115.00 per hour
d. Triage – optional	\$100.00 per hour	\$100.00 per hour	\$100.00 per hour
e. Telemedicine	OMFS	OMFS	OMFS

**Ancillary Services:**

Services:	07/1/23-06/30/24	07/1/24-06/30/25	07/1/25-06/30/26
a. Section 111 MIR	\$625.00 per year	\$650.00 per year	\$675.00 per year
b. MPN Website Mtce	\$1750.00 per year	\$1750.00 per year	\$1750.00 per year
c. SIU Services			
Index Fee (Fraud Only)	\$25-50 per index depending on the database of \$275.00 multiple search-unlimited database.		
FD1/FD2 Filing	\$120.00 per filing	\$120.00 per filing	\$120.00 per filing
SIU Filing DA or DOI	\$300.00 per filing	\$325.00 per filing	\$350.00 per filing

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 7 shall be attached to the original Agreement executed by the County on June 27, 2023.

[REMAINDER OF PAGE LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 7 on the day and year written below.

MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Officer

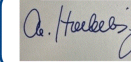
Dated: \_\_\_\_\_

*Approved as to Form:*

DocuSigned by:  
  
\_\_\_\_\_  
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County Counsel

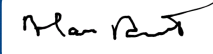
Dated: 6/13/2023 | 12:24 PM PDT

CONTRACTOR

DocuSigned by:  
  
By: \_\_\_\_\_  
4961C28C75B44CB  
Signature of Chair, President, or  
Vice-President

Agnes Hoberling, President and CEO  
Printed Name and Title

Dated: 6/13/2023 | 12:08 PM PDT  
DocuSigned by:

By:   
\_\_\_\_\_  
04D2035788DD443  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

Alan Avriett, Sr. Vice President (Secretary)  
Printed Name and Title

Dated: 6/13/2023 | 2:19 PM CDT

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.