

**AMENDMENT No. 3  
TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND  
INTERCARE HOLDINGS INSURANCE SERVICES, INC.**

**THIS RENEWAL and AMENDMENT** is made to the AGREEMENT for the provision of Third Party Workers' Compensation Claims Administration 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 County and CONTRACTOR renewed and amended the AGREEMENT'S term by one year through September 30, 2015, increased the annual claims fee, added a total of 8.50 FTE and staffing structure, payment structure and added Subsection 8.3 by way of Amendment No. 1.

**WHEREAS**, the County and CONTRACTOR amended the AGREEMENT'S term by one year through September 30, 2016, and increased the annual claims fee by \$29,942.82 (3%) for a total "not to exceed amount" of \$1,028,036.82, by way of Amendment No.2.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT'S term by one year through and including September 30, 2017 and increase the amount by \$30,841.10 (3%). The total cost for this period shall not exceed \$1,058,877.92.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 5., "TERM OF AGREEMENT" shall be amended as by extending the term of this agreement by one year through and including September 30, 2017.
2. Section 6., "COMPENSATION AND PAYMENTS, Subsection 6.6 - "Costs for Contractor Claims Administration Services" shall be amended on the Effective date as follows:

**Annual Claims Fee (10/1/16-9/30/17)**

**\$ 1,058,877.92**

In determining the average claim caseload, 1.6 Future Medical Claims shall be equal 1.0 indemnity claim, and 2.0 medical only claims shall equal 1.0 indemnity claim. The maximum caseload shall be 135 claims per adjuster.

<u>Positions</u>	<u># FTE</u>	<u>Annual Salary</u>	<u>Benefit Load</u>	<u>Overhead Load</u>	<u>Total</u>
Claims Supervisor	1.0	92,000	20,469.64	60,071.33	172,540.97
Claims Adjuster	5.0	369,849	82,289.99	241,493.05	693,632.04
Claims Assistant	2.0	80,155	17,834.15	52,337.04	150,326.19
Admin Clerk	1.0	22,597	5,027.66	14,754.06	42,378.72
<b>Total:</b>	<b>9.0</b>	<b>564,601</b>	<b>125,621.00</b>	<b>368,867.79</b>	<b>1,058,877.92</b>

3. Subsection 6.7 – “Costs of Ancillary Services”  
Ancillary services shall continue to be paid off the claim file at the expiring rates.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on August 29, 2011.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 9-22-16

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

Dated: 9-21-16

MANAGEMENT  
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Risk Management

By: 

Dated: 9/21/16

Approved as to Form:

  
Deputy County Counsel

Dated: 9/21/16

CONTRACTOR

By: 

Signature of Chair, President, or  
Vice-President

Agnes Hoeberling, COO

Printed Name and Title

Dated: 9/21/16

By: 

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Misha Ayler, VP & Corp Controller

Printed Name and Title

Dated: 9/21/16

\*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.

AGREEMENT       AMENDMENT       BOARD REPORT FOR PRE-APPROVAL

Vendor Name: INTERCARE HOLDINGS INSURANCE SERVICES, INC.

Title/Brief Description of Document: Worker's Compensation TPA

Originating Dept.: RISK MANAGEMENT

Dept. Contact WITH Phone #: KARI, 796-3090

This Agreement or Amendment requires Board Approval: Yes  No

This Agreement requires an MYA: Yes  No

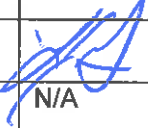
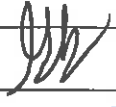

**RUSH**

**AGREEMENT TYPE**

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

**ROUTING AND APPROVALS\***

*Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.*

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)	N/A		
2nd	County Counsel (required)			9/21/16
3rd	Risk Management (non-standard insurance and/or indemnity provisions)	N/A		
4th	Auditor-Controller (required)			9-21-16
5th	Contracts/Purchasing (required)			9-22-16
	Return to Originating Department Instructions			

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: \_\_\_\_\_