

**AMENDMENT No. 2  
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 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 wish to amend the AGREEMENT'S term by one year through and including **September 30, 2016**, and increase the amount by \$29,942.82 (3%). The total cost for this period shall not exceed **\$1,028,036.82**.

**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, 2016**.
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 (10/1/15-9/30/16) \$1,028,036.82**

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	.90	80,100	16,661	54,859	151,629
Claims Adjuster	4.75	346,750	72,124	237,524	656,398
Claims Assistant	1.75	77,525	16,125	53,105	146,755
Admin Clerk	1.00	22,880	4,759	15,673	43,312
Sub Total	8.40	527,255	109,669	361,170	998,094
3% Increase		15,817.65	3,290.07	10,835.10	29,942.82
	<b>8.40</b>	<b>543,072.65</b>	<b>112,959.07</b>	<b>372,005.10</b>	<b>1,028,036.82</b>

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 2 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.

<p>MONTEREY COUNTY</p> <p><u>Gina Encallado</u> Contracts/Purchasing Officer</p>	<p>CONTRACTOR</p> <p>By: <u>Agnes Hoerberling</u> Signature of Chair, President, or Vice-President</p>
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Dated: 8/19/15

AGNES HOEBERLING, CEO  
Printed Name and Title

Approved as to Fiscal Provisions:  
[Signature]  
Deputy Auditor/Controller

Dated: 8/12/15

Dated: 8/19/15

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

RISK MANAGEMENT  
COUNTY OF MONTEREY  
Approved as to Liability Provisions:  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

George McCleney, Assistant Secretary  
Printed Name and Title

Risk Management  
By: [Signature]  
Dated: 8-25-14

Dated: 8/12/15

Approved as to Form:  
[Signature]  
Deputy County Counsel

Dated: 8/19/15

\*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.