

**RENEWAL AND AMENDMENT No. 4
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 amended the AGREEMENT'S term by one year through September 30, 2017, and increased the annual claims fee by \$30,841.10 (3%) for a total "not to exceed amount" of \$1,058,877.92 by way of Amendment No.3.

WHEREAS, the County and CONTRACTOR wish to renew and amend the AGREEMENT'S term by one year through and including **September 30, 2018** and increase the amount by \$29,119.14 (2.75%). The total cost for this period shall not exceed **\$1,087,997.06**.

NOW THEREFORE, the County and CONTRACTOR hereby agree to renew and 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, 2018**.
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 (10/1/17-9/30/18)

\$ 1,087,997.06

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.

Staffing Model:

	FTE
Claims Supervisor	1.00
Claims Adjusters	5.00
Claims Assistants	2.00
Administrative Clerk	1.00
Total Dedicated FTE	<u>9.00</u>

3. Subsection 6.7 – “Costs of Ancillary Services”

Ancillary services shall continue to be paid off the claim file at the expiring rate plus 3%.

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

5. A copy of this AMENDMENT No. 4 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: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

INSURANCE LANGUAGE

Dated: _____

By: _____

Date: 10/30/17

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By: _____

Signature of Chair/President, or
Vice-President

Agnes Hoerberling/President

Printed Name and Title

Dated: October 24, 2017

By: _____

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

Cheryl Mandich/Corporate Controller

Printed Name and Title

Dated: October 24, 2017

*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.