

**Second Amendment to Agreement for Workers' Compensation Claims
Administration and Managed Care Services Between the County of Sonoma and
Intercare Holdings Insurance Services, Inc.**

This Second Amendment to Agreement ("Amendment"), is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Intercare Holdings Insurance Services, Inc.**, hereinafter referred to as ("Contractor"), and is effective **July 1, 2022**.

Recitals

Whereas, County and Contractor entered into an agreement dated July 1, 2017, for third party workers' compensation claims administration and managed care services ("Agreement"); and

Whereas, Contractor has extensive experience providing workers' compensation claims administration, managed care services, and related services, and

Whereas, on July 1, 2020, County and Contractor entered into a First Amendment to Agreement ("First Amendment") to extend the Agreement through the end of fiscal year 2021/22 and authorize additional funding for the extended period;

Whereas, the County desires to amend the Agreement for an additional one year period from July 1, 2022 to June 30, 2023, update the Fee Schedule, and set the contract maximum to \$1,829,729 ("Second Amendment") during which time a Request for Proposals for workers' compensation claims administration, managed care and other related services will be issued; and

Now, Therefore, the parties hereto agree as follows:

Agreement

1. Paragraph 2, "Payment," of the Agreement as amended in the First Amendment shall be further amended in this Second Agreement to add the following to the first paragraph:

In addition to the total payment caps set forth in the Agreement and First Amendment, total payments to Contractor shall not exceed **\$1,829,729** during the period of the Second Amendment term of July 1, 2022 through June 30, 2023, without the prior written approval of County. Claims Administration fees for the period of July 1, 2022 to June 30, 2023 shall not exceed **\$1,329,729** and Managed Care fees shall be paid at the rate provided in the Contractor's proposal. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

[The rest of Paragraph 2 is unchanged and remains in full effect.]

2. Paragraph 3, “Term of Agreement,” shall be amended to read as follows:

Term of Agreement. The term of this Agreement shall be from **July 1, 2017 to June 30, 2023** unless terminated earlier in accordance with the provisions of Article 4 below.

3. **Exhibit B**, Fee Schedule, shall be amended to add **Exhibit B-2** for the Second Amendment period of July 1, 2022 to June 30, 2023, to read as follows:

SERVICE	DESCRIPTION OF SERVICE AND FEES	COST
Claims Administration Services		
Claims Administration	Administration of workers’ compensation claims including: receipt, review, processing, adjudication, etc. – as outlined in Exhibit A .	
	7/1/2022 - 6/30/2023 (monthly payments of \$110,810.75 invoiced in arrears)	\$1,329,729
Medical Managed Care Services		
Medical Bill review	Comprehensive bill review per appropriate statutory fee schedules for accepted workers’ compensation claims. Flat Fee of \$18.00 per bill	\$200,000
Utilization Review	Selected medical treatment request for authorization will be reviewed by nurses and physicians, to compare guidelines or criteria deemed appropriate for such services, and making a recommendation based on that comparison to ensure that employees are receiving appropriate care and to maintain costs – fees are as follows: <ul style="list-style-type: none"> 1) Examiner – pass through - \$0 2) Nurse Utilization Review - \$95 per request Medical Director/Advisor - \$225 per hour Specialty Peer Review - \$250 per hour 	\$200,000

Nurse Case Manager	Telephonic & field case management services to assist with workers' comp case management and return to work – as outlined in Exhibit A . Fees are: Telephonic Nurse Case Mgmt - \$95 per hr Field Nurse Case Mgmt - \$105 per hr	\$100,000
Maximum potential fees payable under this agreement		\$1,829,729

4. Except to the extent the Agreement and First Amendment thereto are specifically amended or supplemented hereby, the Agreement and First Amendment, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement of First Amendment or any right of County arising thereunder.
5. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

In Witness Whereof, the parties hereto have executed this Amendment as of the effective date.

Consultant: Intercare
Holdings Insurance Services, Inc.

County: County of Sonoma

By: _____

By: _____
Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form for County:

By: _____
County Counsel

Date: _____

Certificates of Insurance on file with and
approved as to substance for County:
**CERTIFICATES OF INSURANCE ON FILE
WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:**

By: _____
Christina Cramer, Director of Human Resources

Date: _____