

**AMENDMENT NO. 2 TO  
AGREEMENT FOR WORKER'S COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES  
DATED JULY 1, 2022**

This Amendment No. 2 to the Agreement For Insurance Services entered into on September 15, 2022 (“**Amendment**”) is made and entered into between San José Unified School District (“**District**”) and Intercare Holdings Insurance Services, Inc. (“**Contractor**”) on this 16th day of June, 2026. District and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A. **WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and
- B. **WHEREAS**, the District requires such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District ; and
- C. **WHEREAS**, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement; and
- D. **WHEREAS**, the District and Contractor entered into an Agreement for Contractor to perform the Services beginning July 1, 2022, and ending June 30, 2025 (Year 1-3) (“**Agreement**”); and
- E. **WHEREAS**, the District and Contractor entered into Amendment No. 1 to the Agreement on August 11, 2025, to exercise the option to extend the services through June 30, 2026 (Year 4), along with the corresponding increase in compensation; and
- F. **WHEREAS**, the District and Contractor desire to further amend the Agreement to exercise the option to extend the services through June 30, 2027 (Year 5), along with the corresponding increase in compensation; and
- G. **WHEREAS**, it is now the desire and intention of the Parties to amend the Agreement as indicated in this Amendment,

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

**TERMS AND CONDITIONS**

- 1. **Section 2. Term.** Shall be replaced in its entirety with the following:

Contractor shall commence providing Services under this Agreement on July 1, 2026, (“**Effective Date**”) and will diligently perform as required or requested by District as applicable. Unless terminated earlier as provided herein, the term for these services shall expire on June 30, 2027.

School Year 2022-2023: July 1, 2022 to June 30, 2023 (Year 1) – Completed  
School Year 2023-2024: July 1, 2023 to June 30, 2024 (Year 2) – Completed  
School Year 2024-2025: July 1, 2024 to June 30, 2025 (Year 3) – Completed  
School Year 2025-2026: July 1, 2025 to June 30, 2026 (Year 4) – Completed  
School Year 2026-2027: July 1, 2026 to June 30, 2027 (Year 5) – Final Year

2. **Section 4. Compensation.** The original compensation was based on services through June 30, 2026 amount to not exceed one million seven hundred ten thousand four hundred sixty-nine dollars and eighty-four cents (\$1,710,469.84) shall be further amended by an increase of four hundred sixty-one thousand eight hundred sixty-seven dollars and fifteen cents (\$461,867.15) to reflect a cumulative total amount not to exceed amount of two million one hundred seventy-two thousand three hundred thirty-six dollars and ninety-nine cents (\$2,172,336.99).
3. **Exhibit B. Schedule of Fees and Charges.** Shall be replaced in its entirety with Attachment 1 to this Amendment.
4. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education (“Board”). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
5. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date that is later of the two dates set forth below.

Dated:

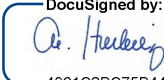
Dated: 6/17/2026

**SAN JOSÉ UNIFIED SCHOOL DISTRICT**

**INTERCARE HOLDINGS INSURANCE SERVICES, INC.**

By:

By:

DocuSigned by:  
  
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Name: Tracy Morrison

Name: Agnes Hoerberling

Title: Director, Procurement

Title: Chief Client Officer

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**ATTACHMENT 1**

**EXHIBIT B**  
**Schedule of Fees and Charges**

	Year 1 7/1/22-6/30/23	Year 2 7/1/23-6/30/24	Year 3 7/1/24-6/30/25	Option Year 4 7/1/25-6/30/26	Option Year 5 7/1/26-6/30/27
<b>Claims Administration Fees<sup>1</sup>:</b>					
<b>Fixed Flat Fee<sup>2</sup></b>	\$410,391.90	\$422,703.66	\$433,271.25	\$444,103.03	\$461,867.15
<b>Managed Care Fees:</b>					
<b>Bill Review Services<sup>3</sup></b>					
• Flat Fee/Bill inclusive of PPO access <sup>4</sup>	\$19.38	\$ 19.96	\$ 20.46	\$20.97	\$21.81
• Second Level Review <sup>5</sup>	12% of savings	12% of savings	12% of savings	12% of savings	12% of savings
<b>Utilization Review<sup>6</sup></b>					
• Level 1 - Adjuster	No charge	No charge	No charge	No charge	No charge
• Level 2 – Nurse	\$100.00/hr	\$102.00/hr	\$104.00/hr	\$106.00/hr	\$110.24/hr
• Level 3 - Peer Review	\$205.00/hr	\$210.00/hr	\$215.00/hr	\$220.00/hr	\$225.00/hr
• Specialty Peer Review	\$282.00/hr	\$289.00/hr	\$296.00/hr	\$303.00/hr	\$315.12/hr
<b>Case Management</b>					
• Telephonic <sup>6</sup>	\$100.00/hr	\$102.00/hr	\$104.00/hr	\$106.00/hr	\$110.24/hr
• Nurse Triage					
During Business Hours	\$90.00/call	\$90.00/call	\$95.00/call	\$95.00/call	\$ 100.00/call
After Hours	\$95.00/call	\$95.00/call	\$100.00/call	\$100.00/call	\$105.00/call
• Telehealth Services	Subject to OMFS	Subject to OMFS	Subject to OMFS	Subject to OMFS	Subject to OMFS
<b>SIU:</b>					
• Background Check-Fixed Fee – per assignment	\$280.50	\$286.11	\$291.83	\$297.67	\$309.58
• Single Search	\$25.50	\$26.01	\$26.53	\$27.06	\$ 28.14
• Social Medical Monitoring	\$433.50	\$442.17	\$451.01	\$460.03	\$478.43
• FD1 filing with DOI	\$100.00	\$100.00	\$100.00	\$100.00	\$105.00
• Case Prep and submission to DOI & DA	\$275.00	\$275.00	\$275.00	\$275.00	\$286.00
<b>RMIS System Access &amp; Reporting:</b>					
• Full Access (up to 3 users)	No Charge	No Charge	No Charge	No Charge	No Charge
• Additional User License (per user/year)	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,248.00
• MMSEA - monthly eligibility query	No charge	No charge	No charge	No charge	No charge
• MMSEA Quarterly Mandatory Reporting	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,248.00

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<sup>1</sup> Services included in the claim administration fee includes: Claims intake of new claims including incident only, ISO index fee if using PRISM reporting code otherwise, it's a pass through cost, 3-4 point contact, read only system access, check printing, bank fees shipping and storage, quarterly claim reviews, loss reports, OSHA reports, SIP report, stewardship report, account management and training.

<sup>2</sup> Claims pricing is contingent upon InterMed (Intercare's affiliate) handling all managed care services for the program including but not limited to: Bill review services, Utilization review, and Telephonic case management. The fees for such services are allocated loss adjustment expenses and shall be charged at the rates outlined under the managed care section of the fee schedule. Other ancillary services such as DME, Home Health, Transportation and Translation shall be provided by InterMed Cost Containment Solutions and billed to the claim file.

<sup>3</sup> Prescription bills will go through the Optum PBM network and there shall be no applicable bill review fee for in-network prescription bills. Out of network bills will be reviewed by Bill Review, reduced accordingly at the BR rate above.

<sup>4</sup> The fixed flat fee includes WCIS reporting, EOR's, e-bills, reconsiderations and impact statement reports.

<sup>5</sup> For bills not subject to State Fee Schedule, out of network bills and complex bills requiring additional negotiation. Fee is capped to \$5,000.00 per bill.

<sup>6</sup> Fees are hourly rates billed in 15-minute increments.