

**BOARD OF FRANKLIN COUNTY COMMISSIONERS
CONTRACT MODIFICATION**

This Contract Modification is entered into this 27th day of March, 2012 by and between CompManagement, Inc., a Sedgwick CMS Company, referred to as the Contractor, and the Board of Franklin County Commissioners, referred to as the County, to modify the changes related to the need for additional services to be provided by CompManagement, Inc as the County is now self insured with regard to Worker's Compensation Claims. This is a contract modification of RFP 2009-06-34, which was originally approved under Resolution No. 1000-09 and dated December 15, 2009.

For the mutual considerations herein specified, the County and the Contractor have agreed and do hereby agree as follows:

SECTION I Administrative and Specifications Requirements

This Contract Modification will consist of the original signed contract approved under Resolution 1000-09 and the contract modification. Additional services to be performed by the Contractor is outlined in attached Exhibit A.

SECTION II Pricing

Pricing and service fees are described in attached Exhibits B.

SECTION III Term of Contract

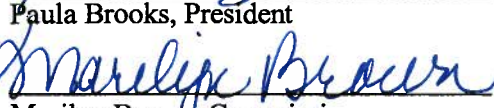
The term of the contract will remain the same. The contract modification will only be for the final year of the original three year contract and any agreed to and allowed extensions.

The parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized officers or agents this day March 27, 2012.

Franklin County Commissioners:



Paula Brooks, President



Marilyn Brown, Commissioner



John O'Grady, Commissioner

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By:  3-26-12
Assistant Prosecuting Attorney

Date: _____

CompManagement, Inc. a Sedgwick CMS
Company

By: 

Authorized Representative Signature

JEFF GLATSTEIN

Printed Name

Title: CORP. COUNSEL

APPROVED AS TO FORM:

Karl H. Kuespert, C.P.M.
Director, Purchasing Department
Franklin County, Ohio

By: 
on behalf of Karl H. Kuespert

Date: 3-22-12

EXHIBIT A

1. Beginning April 1, 2012, for the self insured claims, Sedgwick CMS agrees to perform the following additional services:
 - A. With regard to Claims Administration, Sedgwick CMS shall:
 - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a "Qualified Claim"), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
 - (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick CMS in the performance of its obligations hereunder;
 - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick CMS in connection with processing any Qualified Claim;
 - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick CMS such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
 - (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by Client or Insurer during normal business hours upon three (3) days prior written notice;
 - (6) Notify excess or umbrella insurers of each Qualified Claim where the values may exceed Client's retention, providing such insurers with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
 - (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
 - (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
 - (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick CMS, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and

- (10) Annually report federal, state and local 1099 information under Sedgwick CMS's tax identification number(s) for vendor payments issued by Sedgwick CMS on bank accounts established and managed by Sedgwick CMS on behalf of Client, but not for payment authorizations when Sedgwick CMS does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick CMS managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, Client shall pay the additional bank account fees due.
- B. Sedgwick CMS will provide managed care services as set forth in the attached Managed Care Service Schedule (Located in Exhibit B, Section 3).
- C. Sedgwick CMS shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule (Located in Exhibit B, Section 4).
- D. Sedgwick CMS will provide the Ohio Hearing Representative services as set forth in the attached Ohio Hearing Representative Service Schedule.
- E. Sedgwick CMS will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.
- F. Sedgwick CMS will provide additional Medicare compliance services as set forth in Medicare Compliance Schedule attached hereto.

2. Obligations of Client:

- A. Client shall provide Sedgwick CMS in a timely manner with excess insurance or umbrella insurance information for the policy years necessary for proper notification of applicable Qualified Claims to such insurers by Sedgwick CMS. Should Client fail to provide such information, Sedgwick CMS shall be relieved of any obligation to provide any notification to any excess or umbrella insurer.
- B. Client shall pay to Sedgwick CMS a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any.
- C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick CMS, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick CMS, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request.

- D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick CMS to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by wire transfer on receipt of an invoice from Sedgwick CMS. Sedgwick CMS shall provide an invoice via electronic mail to the Client for the amount of funds due for the payment of the Client's qualified claims. The form of the invoice that Sedgwick CMS will provide to the Client is provided in Exhibit C. If Sedgwick CMS provides Client with an invoice by 3:00 p.m. EST, Client will fund the Claim Account by 4:00 PM (Eastern Time) the next business day. If the County receives such invoice after 3:00 p.m. EST, the above-mentioned "next business day" requirement shall begin tallying on the following business day.
- E. It is expressly understood that Sedgwick CMS shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to provide sufficient required funds by the next business day to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick CMS to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of Client, Sedgwick CMS will have no obligation to perform any claims payments services during any period of underfunding.
- F. Sedgwick CMS shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$10,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. It is agreed that Sedgwick CMS shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick CMS shall have no discretion to redeem, compromise or settle any Qualified Claim and shall need the approval of Client to consummate any redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. Failure of Sedgwick CMS to settle a Qualified Claim, however, shall not subject Sedgwick CMS to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick CMS or should Client in any other way breach a material term of this Agreement, Sedgwick CMS shall then have the right to refuse to perform any further services. If Sedgwick CMS elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick CMS will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick CMS may be eligible, and may collect such fees from any loss fund that may be in Sedgwick CMS's care, custody and control.

EXHIBIT B
Pricing and Fee Schedules

Pricing

Section 2 of the Agreement will be modified by deleting the pricing for the third year and the optional fourth fifth years and replacing it with the following pricing:

Pricing schedule

State fund - \$28,535 flat fee to handle State Fund Claims for the period of 1/1/2012 through 3/31/2012

Self Insured - \$120,225 flat fee to handle self insured claims for the term of 4/1/2012 through 3/31/2013

State Fund Tail - \$100,000 flat fee to handle State Fund Tail Claims for the term of 4/1/2012 through 3/31/2013.

One-time implementation fee in the amount of \$3,600 for implementation of the self insured claims handling

Pricing for additional terms will be agreed to by the parties and memorialized in a separate amendment.

Ancillary services are not included in the flat fees because all of those fees will be paid out of the claim file as they are incurred. Fees for these services are set forth in the Services and Additional Pricing Schedules below.

Fee Schedules

1. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on January 1, 2012 and ending March 31, 2013:

- A. viaOne view for 2 users is included. Additional viaOne view users (\$300 per user) or viaOne query users (\$1,500 per user). View access includes customizable dashboards, claim detail view, imaged documents access, custom alerts and a client diary. Query access includes ad hoc reporting capabilities.
- B. Carrier or RMIS system data files: \$200 per month for monthly file, \$550 per month for weekly file or \$1,750 per month for daily file.

2. Invoicing

All implementation and data conversion fees are billed upon notification of award.

Sedgwick CMS shall submit its invoice for all other fees on a quarterly basis, in advance, based on an annual fee estimate.

3. Managed Care Charges

The following fees will be charged to the appropriate Qualified Claim file on an as incurred basis. All fees and services contemplate the deployment of Sedgwick CMS' managed care services for all bill review and case management services. The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Care Management

All fees contemplate the deployment of integrated injury management services including clinical and/or return to work specialists. Telephonic Case Management Services and Field Case Management Services will only be provided with the approval of Client.

Telephonic case management

- **Evaluation & recommendation:** \$150 per referral

- **Monthly fees:**
 - \$355 per claim for the first 30 days
 - \$265 per claim for the second 30 days
 - \$175 per claim for each 30 days thereafter

Utilization review: \$98 per review

Bill review

State Fee Scheduling/ Usual, Customary, and Reasonable: \$8.00 per bill.

Preferred Provider Organization (PPO) networks: 27% of savings

Complex file review (nurse review): \$92 per hour

Out-of-network, Specialty Usual & Customary bill review: 20% of savings with a \$5,000 maximum fee for medical bills less than \$100,000, a \$12,000 maximum fee for medical bills between \$100,000 and \$300,000 and a \$17,000 maximum fee for medical bills greater than \$300,000.

Specialty network solutions:

Sedgwick CMS offers our managed care clients a suite of specialty network services associated with ancillary services. Networks include physical medicine and rehabilitation (physical and occupational therapies and chiropractic care), high end radiology and diagnostics (CT/MRI/EMG), transportation, translation, home health care, durable medical equipment and medical supplies. Specialty network bills are processed without bill review fee schedule/UCR or PPO charges.

Panel card production: No charge for standardized cards

Statement of Benefits Paid: \$0.75 per statement (contains a compilation of all medical payments paid on behalf of a claimant, including electronically transmitted ancillary payments)

Pharmacy program

Retail Brand Medication: Average Wholesale Price (AWP) – 10%

Retail Generic Medication: Average Wholesale Price (AWP) – 32%

Dispensing fee per claim: \$3.50

Home Delivery Brand Medication: Average Wholesale Price (AWP) – 20%

Home Delivery Generic Medication: Average Wholesale Price (AWP) – 50%

Dispensing fee per claim: \$3.00

If fee schedule is lower than the contracted price then fee schedule will apply.

Peer review services

Physician advisory/peer review: \$200 per review

Field case management services

Field case management task assignment:

Clinical assessment – one visit: \$575 per task assignment

Clinical assessment – two visits: \$695 per task assignment

RTW Field Assessment: \$600 per task assignment

Job analysis: \$550 per task assignment

Ergonomic Evaluation: \$625 per task assignment

Labor market survey: \$500 per task assignment

Automated transferable skill analysis: \$275 per task assignment

Employability Field Testing: \$750 per task assignment

Catastrophic Field Case Management: \$125 per hour; \$350 after hours charge

Field nurse case management hourly:

\$85 per hour plus direct expenses.

Exceptions to hourly rates are:

Alaska (\$110 per hour), California (\$105 per hour), Hawaii (\$110 per hour), and New York City Boroughs (\$95 per hour). There are applicable fee schedules for certain services in California, Georgia, Kansas, and Louisiana.

4. SIU Service Fees

The following fees shall be charged to the appropriate Qualified Claim file on an as incurred basis. The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client: SIU Services will only be provided with the approval of Client

Fees for Surveillance Services:

The flat-rate surveillance pricing for Sedgwick CMS will be initially set at **\$650 per full day**, and **\$400 per half day**.

***Flat Rate includes:** 8 hours of field investigation surveillance, up to two (2) hours of travel time, meals, lodging, electronically transmitted detailed investigative report, snippet, and invoice etc. The videotape is delivered via the customer's protocol. There is no additional charge for

rush, weekend, or holiday cases.

Additional Travel: *Additional travel hours, above the included two (2) hours per day, will be invoiced at \$40 per hour with a maximum of three (3) additional hours per day.*

Expenses including: *airfare (prior approval required), rental vehicles (including gas, and excluding mileage), meals, business related telephone charges, and lodging in the states of: Montana, Nebraska, Wyoming, South Dakota, North Dakota, Alaska, Idaho, and Hawaii will be billed at actual cost. (however, every effort will be made to assign the case to an approved vendor if available and cost-effective)*

Rate for hours above/below standard 8 hour day: \$65.50 per hour will be added/deducted for over or under 8 hours per day, per investigator.

Pre-Surveillance Database: Investigation to confirm claimant’s address, telephone, social security number and known vehicles are invoiced as a package at \$45 per assignment.

Half-Day Surveillance: \$400 Flat Rate

- Includes 4 hours field investigation and up to two hours of travel. Additional travel at \$40 hour.
- **Expenses including:** *airfare (prior approval required), rental vehicles (including gas, and excluding mileage), meals, business related telephone charges, and lodging in the states of: Montana, Nebraska, Wyoming, South Dakota, North Dakota, Alaska, Idaho, and Hawaii will be billed at actual cost (however, every effort will be made to assign the case to an approved vendor if available and cost-effective)*

Fees for Claim Investigation Services (On-site investigations):

The Sedgwick SIU provides claim investigation services at a rate of **\$72 per hour**. This rate is Portal-to-Portal and includes investigative, travel, report documentation, and supervisory review time. Travel time will be limited to 3 hours per day at \$72 per hour. Additional hours of travel in a day (maximum 2) will be invoiced at \$40.00 per hour. Mileage reimbursement is at .50 cents per mile.

-Additional expense of tolls, parking, records procurement charges will be invoiced at actual cost. Photographs for claim investigation assignments will be invoiced at \$2.25 per photo. Transcription of recorded interviews is \$30 per hour.

Fees for Independent Adjusting:

The hourly rate for this service is **\$85 per hour**. There is a one time set up charge of **\$85** on every Independent Adjusters Assignment. Mileage reimbursement is at .45 cents per mile.

Property Loss Appraisals:	Rate:
\$1-\$1,500	\$255
\$1,501-\$3,000	\$390
\$3,001-\$6,000	\$485
\$6,001-\$10,000	\$625
\$10,001 & above	Time & Expense

All "Appraisal" assignments are a flat fee plus, and exclude Adjusting. All Independent Adjusting pricing does not apply for catastrophic events.

Fees for International Investigations- Quoted on an individual basis

- Surveillance
- DBA
- Contestable Death Claims
- Life and Health Claims
- Death Verification Claims
- Travel Claims

Fees for Fire Investigations: \$125.00 per hour. This includes time for review, investigation, documentation and consultation with local, state, or federal law enforcement, Fire Officials, and prosecutors.

Additional Investigative Services

PRICE

Social Network Search

\$175

With the development and growing popularity of public networking sites, our investigators are able to work through and verify personal pages of social networking sites such as LinkedIn, Myspace, Facebook, public dating sites or web pages that are found associated with a subject. Reliable information and conclusions may be deduced by reviewing photographs, blogs, and employment information or conversations made public or communicated online; where some access may be limited, we work to provide the most detailed and accurate information to level the playing field when it comes to scheduling a successful surveillance.

Infinity Investigation

\$150

When a Social Network Search has been successful and pertinent information has been obtained, we offer to continue to follow up by reviewing these confirmed sites for additional future activity or updates on a monthly basis. Our experienced investigators will monitor the sites and pages regularly and provide a monthly update of information that may be valuable or helpful in keep your finger on the pulse of a claimant. As valuable information comes up, our staff can provide consultation on the best way to handle upcoming events or scheduling surveillance around an activity. Infinity Investigations are available for a 6 month flat rate and includes a monthly summary update.

Comprehensive Nationwide Background Investigation

\$430

The Comprehensive Background includes verifying existing or developing new information regarding current employment, 7 year Criminal & Civil History in current County of residence and up to (3) additional counties identified in a Comprehensive Profile Search, public records check for Bankruptcy, public records, check for Bankruptcy, Liens & Judgments, State Driving Record, Vehicle Registrations, Statewide Professional Licenses, and a statewide Real Property Ownership Search

Field Activity Check/Neighborhood Canvass **\$325**

The field activity check is designed to obtain additional information concerning the claimant's activity level by discreetly interviewing neighbors and other persons who may have information about the claimant's level of activity, their injury, and other related information. The activity check also provides the adjuster with on-scene information about the claimant's residence and general area including description and photo of residence and vehicles, determination as to the general area being conducive to surveillance. This service also includes verification of the claimant's residence, telephone, social security number, and registered vehicles at the claimant's address.

Alive & Well Nationwide Check **\$225**

The Alive & Well Nationwide Check includes an announced face to face interview with the claimant, covering nature and extent of injury/disability, medical diagnosis and treatment, review of medical providers, medication, follow-up treatment plans, previous/current employment, current activities, physical restrictions, "day in the life", home environment and dependents. Also includes photo image of the claimant and their residence.

Civil Only Check **\$75 per location**

The Civil Only Check involves an in-person courthouse research of an individual's involvement in a civil lawsuit, as either plaintiff or defendant. The Civil Check (1) covers the county of residence for the subject of the investigation. Additional locations could include Previous address locations or employment locations. Search includes both Upper and Lower courts.

Civil & Criminal Check **\$135 per location**

The Civil & Criminal Check involves an in-person courthouse research of an individual's involvement in a civil lawsuit, as either plaintiff or defendant, AND a felony & misdemeanor criminal check on the same subject. The Civil & Criminal Check (1) covers the county of residence for the subject of the investigation. Additional locations could include prior address/employment. This is a seven year check and covers both Upper and Lower courts.

Criminal Conviction Check **\$75 per location**

This live-and-in-person check at the county courthouse level verifies criminal convictions for a subject within the past seven years. This search is per county and checks both Upper & Lower courts.

Skip Tracing - Individual Locate **\$135**

Our database researchers use a variety of public and private databases in addition to other investigative methods to locate that individual that just doesn't want to be found.

Real Property Search -- [] Statewide OR [] Nationwide **\$120 or \$205**

This comprehensive search for Real Property (real estate) owned by an individual. This involves a thorough check of Tax Assessor and Deed Transfer records available on-line. The subject's full name and social security number, at minimum, must be provided. This search can be done for a single state or as a

nationwide search of available records.

Social Security Number Search **\$35**

A comprehensive search of databases including credit headers, consumer databases, etc., that will return names of individuals associated with the social security number, addresses, phone numbers, and other related information

Motor Vehicle Registration Search **\$35**

Motor Vehicle Registration records searched by subject's name or by address. Returns information on file with the state DMV and usually includes year, make, model, VIN, owner name and address, and on occasion name and address, and on occasion provides the vehicle tag number, owner's phone number, and lien holder information. Available in most states.

State Driver's History Record **\$50**

Transcript of a subject's state motor vehicle driving record. Available most states.

National Individual Profile Report **\$60**

Identifies a subject's name, aliases, current and previous addresses, date of birth, SSN, Telephone number, and links to possible relatives or neighbors, real property, bankruptcies, tax liens, judgments, corporations, UCC filings, aircraft, watercraft, stock ownership and pilot information

Workers' Compensation State Records Check **\$60**

Workers' Compensation report contains abbreviated information from state bureau records. Report usually contains date of incident, type of injury, time lost, disability incurred, and employer of record during the incident. Not available in CT, GA, MI, MO, MS, NC, NJ, NY, PA, TN, WA, WI. Release may be required.

OFAC Screening and Reporting **\$100**

A background check is conducted on the Claimant to determine if the OFAC hit is valid and requires reporting. A report is prepared with the results. If OFAC Reporting is required we would also send the notification to OFAC.

Medical Investigation Services

The purpose of these investigations is to determine previously undisclosed medical treatment of the claimant that may have occurred just prior to the reported loss date of the claimant's injury or medical disability. With a signed Medical Authorization, this service can provide: date(s) of treatment/prescription, type of visit (emergency room, outpatient, inpatient), prescriptions written, and reasons for treatment and/or prescriptions.

■ **Hospital Checks** **\$245**

- Investigation within a 60 mile radius of the claimant's residence on the date of loss or injury, to ascertain if the claimant was treated in a hospital during the preceding 12 months. A maximum of 15 hospitals are checked;

- Investigation to verify alleged injuries on workers' compensation, liability, auto bodily injury, disability, and other litigated claims;
- Investigation to assess whether injuries appear to have occurred outside the scope of employment;
- Investigation to verify if the claimant has a prior history of injury claims;
- Investigation to verify the claimant's social security number, address history, and phone number.

■ Pharmacy Checks

\$245

- Investigation within a 60 mile radius of the claimant's residence on the date of loss or injury, that checks up to 15 pharmacies to determine whether prescriptions were obtained in the claimant's name during the preceding 12 months;
- Investigation that verifies the severity of the claim;
- Investigation that verifies whether the claimant was receiving prescription drugs for a pre-existing condition;
- Investigation that verifies the duration of the claimed suffering;
- Investigation to verify the claimant's social security number, address history, and phone number.

**** All fixed price field investigative services include two hours of travel and mileage. Additional travel is invoiced at \$40 per hour and \$.50 per mile**

6. Subrogation Recoveries

Sedgwick CMS shall pursue subrogation and Second Injury Fund recoveries as appropriate and all subrogation/recovery cases will be handled by our centralized recovery unit. Client shall pay Sedgwick CMS fifteen percent (15%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense. Upon receipt of the recovery check, Sedgwick CMS shall deposit such checks and issue payment from its Accounts Payable system to Client for the net recovery (less Sedgwick CMS' fee). The net recovery check will be deposited into the Client owned bank account (when one exists) or forwarded directly to Client.

7. Medicare Compliance Services

The fees set forth in the attached Medicare Compliance Services Schedule shall be charged to the appropriate Qualified Claim file on an as incurred basis. The charges set forth in the attached schedule are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client.

8. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick CMS undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick CMS for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from the JURIS system.

OHIO HEARING REPRESENTATIVE SERVICE SCHEDULE

Sedgwick CMS will provide the following services:

1. The Sedgwick CMS docketing department receives Notices of Hearing for all Client hearings scheduled statewide before the Ohio Industrial Commission. Sedgwick CMS will provide Client with a special docket advising Client of its upcoming hearings before the Ohio Bureau of Workers' Compensation and Industrial Commission ("Hearings").
2. Sedgwick CMS will assign a hearing representative ("Hearing Representative") to attend and present Client's position at all of Client's scheduled Hearings. Sedgwick CMS will not assign a hearing representative to those hearings for which Client has advised Sedgwick CMS that Client has retained legal counsel.
3. The Hearing Representative will review claim documents in the possession of Sedgwick CMS as well as those materials made available by the Ohio Bureau of Workers' Compensation and the Ohio Industrial Commission.
4. The Hearing Representative will also review and be familiar with any case materials provided by the Client.
5. The Hearing Representative will review the Hearing Defense Plan and all relevant electronic claim notes entered by the Sedgwick CMS claims examiners.
6. The Hearing Representative will present the Client's position at the Hearings and enter a post-hearing note in the electronic claims system to advise what happened at the hearing.

MEDICARE REPORTING SERVICES SCHEDULE

In order to assist the Client in fulfilling its Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8), Sedgwick CMS will perform the following reporting services:

- 1) Sedgwick CMS will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.
- 2) Sedgwick CMS will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide published on March 16, 2009 ("Account Designee").
- 3) Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in MMSEA Section 111 as set forth in 42 U.S.C. §1395y. Sedgwick CMS will assist Client as follows:
 - a) Sedgwick CMS will guide development of an electronic interface with CMS to forward the information needed to meet Client's MMSEA reporting obligations
 - b) As the custodian of the original claims information from which the reports will be compiled, Sedgwick CMS will be an authorized Account Designee for Client. As an Account Designee, Sedgwick CMS will prepare and submit test files to CMS in accordance with the requirements of the CMS Specifications.
 - c) Sedgwick CMS will prepare the CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as instructed by Client.
 - d) Sedgwick CMS will consult with Client in preparing for RRE registration when CMS publishes final details and information requirements.
- 4) Sedgwick CMS will be responsible for payment of any and all fines assessed to Client in regards to compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick CMS except to the extent that:
 - a) Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
 - b) Sedgwick CMS did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

The fee for this service is itemized in the attached Exhibit B.

MEDICARE COMPLIANCE SERVICES SCHEDULE

Sedgwick CMS shall perform the following Medicare Compliance Services for the fees set forth below:
 Medicare Compliance Services will only be provided with the approval of Client.

Medicare Compliance Product Description & Pricing - Complete

No	Product Name/Description	Price
1	<p>Medicare Set-Aside (MSA): This comprehensive report is primarily used to assist the examiner in determining an appropriate amount of money to set-aside for the benefit of Medicare at the time of settlement. This report includes a detailed review, analysis, and summary of medical records and a spreadsheet that contains the reasonably anticipated Medicare-related future treatment. This report is prepared with the intention of submitting it to the Centers for Medicare and Medicaid Services (CMS) for review and approval.</p>	\$1,900
2	<p>MSA without submission: This is a compact MSA report that will not be submitted to CMS for review. This will generally be used in all liability cases and those workers compensation cases that do not meet CMS' review thresholds. The spreadsheet and cost analysis will contain the same amount of detail as a normal MSA, but the summary portion will be more concise.</p>	\$1,600
3	<p>MSA Submission: If submission is appropriate, the MSA and all necessary documents will be formatted for submission to CMS. The submission will be tracked to ensure it is processed timely. In the event CMS does not approve the MSA or demands a higher amount, recommendations will be made to address those issues.</p> <p><i>This includes one free update of the MSA immediately prior to the submission.</i></p>	\$500
4	<p>Medicare Lien Resolution: Sedgwick CMS' Lien Resolution program will assist the examiner in all facets of lien resolution including: submitting all necessary documents to the government, obtaining the necessary consent forms from the claimant, evaluating the lien, challenging the sufficiency of the lien, assisting with settlement negotiations, and providing sample settlement language.</p> <p><i>For claimants with multiple dates of injury, the fee of \$500 includes up to three separate dates of injury per claimant. An additional \$500 fee applies for every three additional dates of injury.</i></p>	\$500
5	<p>Medicare Lien Resolution: Appeal to CMS Regional Office. In certain circumstances, it may be necessary to elevate a lien issue to one of CMS' six Regional Offices. If that is the case, then we will draft a comprehensive letter to CMS to try and resolve the lien issue and get the lien reduced. This will mostly happen in liability cases, but it could occur in workers' compensation as well.</p> <p><i>For claimants with multiple dates of injury, the fee of \$600 applies for <u>each</u> date of injury which requires appeal to the Regional Office.</i></p>	\$600

6	<p>Medical Cost Projection (MCP): A Medical Cost Projection (MCP) is similar to an MSA in that it projects the anticipated future care of a claimant. The report format and structure are very similar. The major difference is that MCPs cover both Medicare and non-Medicare related medical expenses. An MCP is primarily used for one of two purposes: (1) for reserve setting in a WC claim or (2) for determining total possible exposure for all future medical expenses.</p>	\$2,100
7	<p>MSA/MCP COMBINATION REPORT: This product is a combination of the MSA and MCP. It includes one report that summarizes medical records and two spreadsheets. One spreadsheet is for the cost of the MSA and the other is for future total medical exposure. This report can be offered at a reduced price if it is requested at time of referral as it would require one review of the medical records to write and price the single report. This is a helpful tool for settlement purposes as it gives the examiner a clear picture of future Medicare exposure as well as future medical exposure.</p>	\$3,200
8	<p>MSA UPDATE: All updates will be charged a flat fee of \$400 per update.</p>	\$400



Sedgwick CMS

Sedgwick Claims Management Services, Inc.

Client Banking Services Group

1100 Ridgeway Loop Rd., Suite 200...

Claims Funding Invoice

Invoice Date
08/25/2011

Invoice Number
SF-4548-2011-00006389

Activity Period
01/05/2011 - 02/04/2011

Payment Terms
Upon Receipt

Bank Account Number
2000011054548

Name	Your Company Name
Email Address	dean.mcgill@sedgwickcms.com
Address	
CC	

Transaction/Description	Amount
Payments Issued	7,535.34
Less:	
Refund Deposits	(1,608.76)
Total	5,926.58

Payment Instructions:	
Account Title: 2000011054548 - Your Company Name	Sedgwick Claims Management Services, Inc. As Agent For Your Company Name
Bank Name: Big Bank of All Banks	
Bank Account Number: 12345678	Funding frequency: DAILY
ABA# for Wire:	Funds will automatically be withdrawn from your bank account.
ABA# for ACH: 99999999	

	Document #	Issue Date	Date Adjusted	Date Escheated	Payment Amount	Allocation Amount	Pay Code	Payee Name	Claimant Full Name	Line Code	Claim Number
Payments Issued	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	4.84	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	0.69	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	5.01	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	4.84	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	10.89	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	2.49	649	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	5.29	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	1.81	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	5.29	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	6.05	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	13.02	649	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	4.97	649	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	0.50	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	6.05	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	10.89	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	2.69	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	4.84	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	2.11	649	Payee Name	John Doe	AL	123456789-01
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	21500024	02/04/2011	02/04/2011		165.95	6.05	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	0.69	649	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	WC	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	4.24	649	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	3.63	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	17.44	649	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	4.84	650	Payee Name	John Doe	AL	123456789-01
	21500024	02/04/2011	02/04/2011		165.95	6.05	650	Payee Name	John Doe	WC	123456789-01
21500024	02/04/2011	02/04/2011		165.95	1.86	649	Payee Name	John Doe	WC	123456789-01	
26347088	02/01/2011	02/01/2011		433.36	433.36	107	Payee Name	John Doe	AL	123456789-01	
26347089	02/01/2011	02/01/2011		79.97	14.98	301	Payee Name	John Doe	WC	123456789-01	
26347089	02/01/2011	02/01/2011		79.97	11.23	301	Payee Name	John Doe	WC	123456789-01	
26347089	02/01/2011	02/01/2011		79.97	10.77	301	Payee Name	John Doe	WC	123456789-01	
26347089	02/01/2011	02/01/2011		79.97	12.17	301	Payee Name	John Doe	WC	123456789-01	
26347089	02/01/2011	02/01/2011		79.97	30.82	301	Payee Name	John Doe	WC	123456789-01	

Document #	Issue Date	Date Adjusted	Date Escheated	Payment Amount	Allocation Amount	Pay Code	Payee Name	Claimant Full Name	Line Code	Claim Number
26347090	02/01/2011	02/01/2011		349.86	51.68	301	Payee Name	John Doe	WC	123456789-01
26347090	02/01/2011	02/01/2011		349.86	298.18	301	Payee Name	John Doe	WC	123456789-01
26347091	02/01/2011	02/01/2011		391.97	210.18	301	Payee Name	John Doe	WC	123456789-01
26347091	02/01/2011	02/01/2011		391.97	91.27	301	Payee Name	John Doe	WC	123456789-01
26347091	02/01/2011	02/01/2011		391.97	11.59	335	Payee Name	John Doe	WC	123456789-01
26347091	02/01/2011	02/01/2011		391.97	78.93	301	Payee Name	John Doe	WC	123456789-01
26347092	02/01/2011	02/01/2011		994.52	552.50	308	Payee Name	John Doe	AL	123456789-01
26347092	02/01/2011	02/01/2011		994.52	48.55	308	Payee Name	John Doe	AL	123456789-01
26347092	02/01/2011	02/01/2011		994.52	85.01	303	Payee Name	John Doe	AL	123456789-01
26347092	02/01/2011	02/01/2011		994.52	43.28	308	Payee Name	John Doe	AL	123456789-01
26347092	02/01/2011	02/01/2011		994.52	63.17	308	Payee Name	John Doe	AL	123456789-01
26347092	02/01/2011	02/01/2011		994.52	37.24	303	Payee Name	John Doe	AL	123456789-01
26347092	02/01/2011	02/01/2011		994.52	164.77	308	Payee Name	John Doe	AL	123456789-01
26347093	02/01/2011	02/01/2011		1,000.00	1,000.00	113	Payee Name	John Doe	WC	123456789-01
26347094	02/02/2011	02/02/2011		522.50	522.50	102	Payee Name	John Doe	AL	123456789-01
26347095	02/02/2011	02/02/2011		390.28	125.31	301	Payee Name	John Doe	WC	123456789-01
26347095	02/02/2011	02/02/2011		390.28	40.00	301	Payee Name	John Doe	WC	123456789-01
26347095	02/02/2011	02/02/2011		390.28	11.50	303	Payee Name	John Doe	WC	123456789-01
26347095	02/02/2011	02/02/2011		390.28	26.57	301	Payee Name	John Doe	WC	123456789-01
26347095	02/02/2011	02/02/2011		390.28	59.50	305	Payee Name	John Doe	WC	123456789-01
26347095	02/02/2011	02/02/2011		390.28	72.80	305	Payee Name	John Doe	WC	123456789-01
26347095	02/02/2011	02/02/2011		390.28	54.60	305	Payee Name	John Doe	WC	123456789-01
26347096	02/02/2011	02/02/2011		192.47	192.47	108	Payee Name	John Doe	AL	123456789-01
26347097	02/02/2011	02/02/2011		172.80	172.80	301	Payee Name	John Doe	WC	123456789-01
26347098	02/02/2011	02/02/2011		192.47	192.47	108	Payee Name	John Doe	AL	123456789-01
26347099	02/02/2011	02/02/2011		317.04	29.21	316	Payee Name	John Doe	WC	123456789-01
26347099	02/02/2011	02/02/2011		317.04	44.22	358	Payee Name	John Doe	WC	123456789-01
26347099	02/02/2011	02/02/2011		317.04	122.80	301	Payee Name	John Doe	WC	123456789-01
26347099	02/02/2011	02/02/2011		317.04	31.19	316	Payee Name	John Doe	WC	123456789-01
26347099	02/02/2011	02/02/2011		317.04	31.19	316	Payee Name	John Doe	WC	123456789-01
26347099	02/02/2011	02/02/2011		317.04	58.43	316	Payee Name	John Doe	WC	123456789-01
26347100	02/02/2011	02/02/2011		188.80	16.00	338	Payee Name	John Doe	WC	123456789-01
26347100	02/02/2011	02/02/2011		188.80	16.00	338	Payee Name	John Doe	WC	123456789-01
26347100	02/02/2011	02/02/2011		188.80	78.40	301	Payee Name	John Doe	WC	123456789-01
26347100	02/02/2011	02/02/2011		188.80	78.40	397	Payee Name	John Doe	WC	123456789-01
26347101	02/03/2011	02/03/2011		529.00	529.00	102	Payee Name	John Doe	AL	123456789-01
26347102	02/04/2011	02/04/2011		465.96	465.96	102	Payee Name	John Doe	AL	123456789-01
26347103	02/04/2011	02/04/2011		298.18	298.18	301	Payee Name	John Doe	WC	123456789-01
26347104	02/04/2011	02/04/2011		44.45	44.45	301	Payee Name	John Doe	WC	123456789-01
26347105	02/04/2011	02/04/2011		398.33	148.33	301	Payee Name	John Doe	WC	123456789-01
26347105	02/04/2011	02/04/2011		398.33	250.00	301	Payee Name	John Doe	WC	123456789-01

Document #	Issue Date	Date Adjusted	Date Escheated	Payment Amount	Allocation Amount	Pay Code	Payee Name	Claimant Full Name	Line Code	Claim Number
26347106	02/04/2011	02/04/2011		314.30	314.30	646	Payee Name	John Doe	WC	123456789-01
26347107	02/04/2011	02/04/2011		93.13	93.13	301	Payee Name	John Doe	WC	123456789-01
		SubTotal	Payments Issued		<u>7,535.34</u>					
Refunds	1015663	02/03/2011	02/03/2011	(75.00)	(75.00)	316	Payee Name	John Doe	GL	123456789-01
	61973	01/27/2011	01/27/2011	(97.87)	(97.87)	358	Payee Name	John Doe	GL	123456789-01
	72504	01/05/2011	01/05/2011	(138.60)	(138.60)	316	Payee Name	John Doe	WC	123456789-01
	8698	01/24/2011	01/24/2011	(73.09)	(73.09)	316	Payee Name	John Doe	GL	123456789-01
	8698	01/24/2011	01/24/2011	(17.02)	(17.02)	316	Payee Name	John Doe	GL	123456789-01
	8698	01/24/2011	01/24/2011	(16.03)	(16.03)	316	Payee Name	John Doe	GL	123456789-01
	9352	01/16/2011	01/16/2011	(78.30)	(78.30)	316	Payee Name	John Doe	GL	123456789-01
	9352	01/16/2011	01/16/2011	(27.90)	(27.90)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(27.45)	(27.45)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(111.60)	(111.60)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(27.45)	(27.45)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(27.90)	(27.90)	316	Payee Name	John Doe	GL	123456789-01
	9352	01/16/2011	01/16/2011	(27.45)	(27.45)	316	Payee Name	John Doe	GL	123456789-01
	9352	01/16/2011	01/16/2011	(27.90)	(27.90)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(27.45)	(27.45)	316	Payee Name	John Doe	GL	123456789-01
	9352	01/16/2011	01/16/2011	(26.10)	(26.10)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(78.30)	(78.30)	316	Payee Name	John Doe	GL	123456789-01
	9352	01/16/2011	01/16/2011	(26.10)	(26.10)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(78.30)	(78.30)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(78.30)	(78.30)	316	Payee Name	John Doe	GL	123456789-01
	9352	01/16/2011	01/16/2011	(26.10)	(26.10)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(27.90)	(27.90)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(83.70)	(83.70)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(26.10)	(26.10)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(27.45)	(27.45)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(78.30)	(78.30)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(111.60)	(111.60)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(111.60)	(111.60)	316	Payee Name	John Doe	WC	123456789-01
	9352	01/16/2011	01/16/2011	(27.90)	(27.90)	316	Payee Name	John Doe	GL	123456789-01
		SubTotal	Refunds		<u>(1,608.76)</u>					