

SERVICE AGREEMENT FOR ADMINISTRATION OF A CLAIMS PROGRAM

This Agreement is entered into effective the ___ day of ____, 20__, by and between Sedgwick Claims Management Services, Inc. ("Sedgwick CMS") and City of Gahanna ("Client").

RECITALS

1. Client self-insures its claims administration program for *workers compensation* risks and desires to have Sedgwick CMS provide the specific services set forth below in connection with such self-insured program (the "Program," as defined on Exhibit A, attached hereto).
2. Sedgwick CMS is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

1. **Services to Be Performed by Sedgwick CMS:** Sedgwick CMS agrees to perform the following 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 and with client approval 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

EXHIBIT A

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.
 - (11) Perform such services not inconsistent with those already delineated that may be requested by the client.
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- B. Sedgwick CMS will provide managed care services as set forth in the attached Managed Care Service Schedule.
 - C. Sedgwick CMS shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
 - 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. This service fee will be reduced by a pro-rated credited amount from payment made in 2010 for 2011 state fund TPA services.
- 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 electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:
 - (1) There is a substantial increase or decrease in claims payment activity;
 - (2) Client fails to fund the Claim Account within the agreed upon time period;
 - (3) There is a change in funding cycle;

- (4) The escrow is recalculated at Client's request; or
 - (5) The escrow amount is automatically recalculated on an annual basis.
- 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 promptly provide funds sufficient 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 \$5,000 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 not have full discretion to redeem, compromise or settle any Qualified Claim without the expressed consent of the client. Failure of Sedgwick CMS to settle a Qualified Claim 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.

3. **Discontinuance of Operations:**

In the event Client is subject to bankruptcy, or receivership filing, either voluntarily or involuntarily, Sedgwick CMS shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick CMS' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. **Covered Jurisdictions:**

This Agreement shall cover all operations of Client in the state(s) of Ohio.

5. **Term of Agreement and Termination:**

- A. The term of this Agreement shall be for the period commencing on March 1, 2011 and ending on December 31, 2012.
- B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days prior written notice of the effective date of termination is given to the other party.
- C. Sedgwick CMS is providing services to Client on a life of contract basis. If requested by Client, Sedgwick CMS will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology and data tape fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
- D. If Sedgwick CMS is required by Insurer to adjust Client's insured Qualified Claims after expiration or termination of this Agreement, Client shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and Client shall pay Sedgwick CMS a mutually agreed upon fee, plus the prevailing fee for any information technology or data tapes required by Insurer.
- E. If Insurer fails to pay Sedgwick CMS service fees which it is obligated to pay, then Sedgwick CMS may present all unpaid invoices to Client and Client shall pay such service fees within thirty (30) days of presentment. If Insurer is responsible for funding the Claim Account and fails to adequately do so, then Client shall immediately and adequately fund the Claim Account upon notice from Sedgwick CMS of the deficiency.
- F. Upon expiration or termination of this Agreement, Sedgwick CMS shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick CMS has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick CMS), except those Sedgwick CMS has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick CMS or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. If Client does not agree to accept such files, they will

be retained or destroyed at Sedgwick CMS's option and Client shall have no recourse against Sedgwick CMS for failure to retain them. Upon request and for the prevailing fees at the time of termination, Sedgwick CMS will also provide its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick CMS's computer system(s).

6. Practice of Law:

It is understood and agreed that Sedgwick CMS will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

7. Indemnification:

- A. Sedgwick CMS shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if Sedgwick CMS is named as a party to any litigation or proceeding, or is the subject of any claim or demand actions on behalf of Client, to the extent allowed by law, Client agrees to indemnify, defend, and hold Sedgwick CMS, its officers, directors, employees and agents harmless from any and all losses, damages, costs, judgments and expenses (including attorneys fees and costs) with respect to any such litigation, proceeding, claim or demand, unless and until a finding is entered to the effect that Sedgwick CMS failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick CMS agrees to indemnify, hold harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick CMS in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or adjustment of its claims. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.
- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client, directly or through a subcontractor or vendor of Client's choosing ("Client Subcontractor"), retains administration of a claim or performs any services for a claim Sedgwick CMS administers, or if Client otherwise directs the administration of a claim, Client will indemnify, defend, and hold Sedgwick CMS, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorneys fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of

license, or any other state regulatory investigation or action arising against Sedgwick CMS related to the acts or omissions of Client or the Client Subcontractor.

- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick CMS shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client. To the extent allowed by law, Client shall indemnify, defend and hold Sedgwick CMS, its officers, directors, employees and agents harmless for any loss, cost (including attorney's fees), claim or judgment which is attributable to Client's input or modification of data.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Network Security/Confidentiality:

- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick CMS's network, Sedgwick CMS and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
- B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
 - (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
- C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick CMS to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility

data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick CMS shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.

D. The provisions of this section shall survive the expiration or termination of the Agreement.

E. Irrespective of any requirements imposed by this section, parties understand the City of Gahanna is a public entity and must comply with Section 149.43 of the Ohio Revised Code.

9. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel, Sedgwick Claims Management Services, Inc., 1100 Ridgeway Loop Road, Memphis, TN 38120, in the case of Sedgwick CMS, and to Kristen Treadway, Director of Human Resources, City of Gahanna, 200 South Hamilton Rd., Gahanna, OH 43230 in the case of Client.

10. Successors:

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

11. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties. In the event any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable, all other terms or provisions shall remain in full force and affect.

12. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of law principles.

13. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this

Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "force majeure"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick CMS, and that Sedgwick CMS shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

15. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

16. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

17. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

18. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick CMS provides a full range of medical management and investigative services to its clients, as well as structured settlements, claim indexing services, imaging, auto-bill adjudication, and

extra-territorial claims administration services. Medical management services include, but are not limited to, bill review, network access, pharmacy benefits management, peer review, field case management, electro-medical devices, bone growth stimulators, orthotics, prosthetics, translation and interpretation, transportation, medical supplies, IV and respiratory therapy, home health, and durable medical equipment. Client recognizes and agrees that delivery of some of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick CMS. Invoices for these services will be paid as allocated loss adjustment expenses on individual claims, unless otherwise agreed between Client and Sedgwick CMS. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick CMS, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick CMS receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

City of Gahanna

Sedgwick Claims Management Services, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick CMS is administering the self insured workers compensation claims for Client as follows:

State Served	Sedgwick CMS Servicing Office
Ohio	Dublin

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Kristen Treadway
City of Gahanna
200 South Hamilton Rd
Gahanna, OH 43230
Telephone # 614-342-4450
Email: Kristen.Treadway@gahanna.gov

On behalf of Sedgwick CMS, this service program will be coordinated by:

Heather Krueger
Sedgwick CMS
6377 Emerald Parkway
Dublin, OH 43016
Telephone # 614-760-1701
Email: heather.krueger@sedgwickcms.com

Each party reserves the right to change its designated representative during the term of the Agreement.

EXHIBIT B

SERVICE FEES

Client shall pay the following fees for services provided during the term of this Agreement:

1. Claims Administration Fee

- A. Client shall pay the following fees for claims received by Sedgwick CMS during the period beginning March 1, 2011 and ending December 31, 2011:

\$10,850 for the annual administration of the self-insurance claims prorated for the 10 month period, resulting in a total annual fee of \$9,042.

\$6,000 for the annual administration of the Ohio state fund runoff claims prorated for the 10 month period as \$5,000 and reduced by the amount previously paid for the 9/1/10 to 8/31/11 period of \$4,200 resulting in a total annual fee of \$800.

If acquisitions, divestitures, changes in program requirements, or a fluctuation in claim volume materially impacts program staffing, Sedgwick CMS and City of Gahanna will agree upon the appropriate flat fee modifications.

- B. Client shall pay the following fees for claims received by Sedgwick CMS during the period beginning January 1, 2012 and ending December 31, 2012:

\$11,300 for the annual administration of the self-insurance claims

\$5,000 for the annual administration of the Ohio state fund runoff claims

If acquisitions, divestitures, changes in program requirements, or a fluctuation in claim volume materially impacts program staffing, Sedgwick CMS and City of Gahanna will agree upon the appropriate flat fee modifications.

- C. For purposes of this Agreement, an "Indemnity Claim" shall mean any workers' compensation Qualified Claim:

- For which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or the time lost from work exceeds the state prescribed waiting period; or
- For which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner's attorney; or
- Where paid medical costs exceed \$3,000; or

- denied claims that otherwise would have been classified as Indemnity Claims; or
 - claims which Client requests to be investigated or classified as an Indemnity Claim; or
 - Any claim for which subrogation is investigated or pursued; or
 - Any claim open longer than twelve months.
- D. For purposes of this Agreement, a “Medical Only Claim” shall mean any workers’ compensation Qualified Claim which is not an Indemnity Claim or an Incident Only.
- E. For purposes of this Agreement, an “Incident Only” shall mean claims reported by Client that require no payment or activity other than generating a record in the data management system. These claims carry no reserves and no contacts are made by Sedgwick CMS. If contacts are required on incident only cases, additional fees will apply.

2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on March 1, 2011 and ending December 31, 2012:

- A. Client shall pay one-time implementation fee in the amount of \$330
- B. viaOne view access for 2 users has been included. Additional users for viaOne access are available for a fee of \$300 per view user per year and \$1,500 per query user per year.
- C. Standard data tapes are available for a fee of \$200 for per monthly tape provided.

3. 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.

4. Managed Care Charges

The following fees will 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:

Integrated Injury Management

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

Managed care fees

Bill Review

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

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

Panel card production: No charge for standardized cards

Out-of-network bill review/Specialty, Usual & Customary: 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.

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

Complex file review (nurse review): \$92 per hour billed in 15 minute increments

Field Case Management services

\$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.

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

Employment determination: \$85 per hour plus direct expenses

Durable Medical Equipment

The fee for provision of durable medical equipment varies and is based upon the cost of the equipment or therapy being utilized. Durable medical equipment services include provision of medical equipment and supplies, electro medical devices, home health and catastrophic clinical care, intravenous and respiratory therapy, orthotics and prosthetics, translation and interpretation and transportation.

5. 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:

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 MJM CaseTrak and a streaming video Internet solution. (Not available on cases assigned to Vendor Panel). 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
Comprehensive Nationwide Background Investigation 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	\$430
Field Activity Check/Neighborhood Canvass 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.	\$325
Alive & Well Nationwide Check 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.	\$225
Civil Only Check 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.	\$75 per location
Civil & Criminal Check 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.	\$135 per location
Criminal Conviction Check 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.	\$75 per location
Skip Tracing - Individual Locate 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.	\$135
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**

1. 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 proceeding 12 months. A maximum of 15 hospitals are checked;
2. Investigation to verify alleged injuries on workers' compensation, liability, auto bodily injury, disability, and other litigated claims;
3. Investigation to assess whether injuries appear to have occurred outside the scope of employment;
4. Investigation to verify if the claimant has a prior history of injury claims;
5. Investigation to verify the claimant's social security number, address history, and phone number.

- Pharmacy Checks **\$245**

1. 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 proceeding 12 months;
2. Investigation that verifies the severity of the claim;
3. Investigation that verifies whether the claimant was receiving prescription drugs for a pre-existing condition;
4. Investigation that verifies the duration of the claimed suffering;
5. 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**

7. 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.

8. **Medicare Compliance Services**

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:

No.	Product Name/Description	Price
1	Medicare Set-Aside (MSA):	\$1,900 each
2	MSA without submission:	\$1,600 each
3	MSA Submission:	\$500 each
4	Medicare Lien Resolution (Workers Compensation):	\$400 each
5	Medicare Lien Resolution (General Liability):	\$1,000 each
6	Medical Cost Projection (MCP):	\$1,800 each
7	MSA/MCP COMBO:	\$3,200 each
8	Prescription Drug Review:	\$550 each
9	MSA UPDATE: An MSA will be updated free of charge within 6 months of the first report. All future updates are \$350 each.	\$ 350 each, after the first report.

_____:

9. **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.

Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick CMS for an additional annual fee.

All applicable state taxes will be added to the service fees in states where this is required.

All fees are contingent upon the use of Sedgwick Managed Care services.

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

MANAGED CARE SERVICE SCHEDULE

Client has chosen the following managed care services, as defined herein:

- (1) Provider Fee Management - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary ("UCR") data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.
- (2) Preferred Provider Organization ("PPO") Networks - Sedgwick CMS will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc under the managed care program in conjunction with the Provider Fee Management service.
- (3) Hospital Bill Review - Hospital or outpatient non-PPO bills will be reviewed by a nurse for possible errors or excessive charges relative to the patient's medical diagnosis at Sedgwick CMS's or Client's request.
- (4) Out of Network Bill Review – Bills from out of network health care providers will be reviewed, and if appropriate a negotiation with the billing provider will be pursued. Additionally, inpatient and outpatient procedures that are not addressed by an individual state's fee schedule or UCR will be repriced to a geographically driven and cost to charge repricing database to determine appropriate reimbursement.
- (5) Specialty Usual and Customary Review – Sedgwick CMS' vendors will apply geographic charges (fee for same procedure charged by other providers in same area) and cost to charge ratios (actual cost to provider for procedure or hospital stay v. amount charged) to determine reimbursement of medical services billed that are not addressed within the jurisdictional fee schedule or usual and customary reimbursement.
- (6) Field Case Management – Upon approval from client, Sedgwick CMS will assign appropriate cases for field medical and vocational management services.
- (7) Utilization Review, which includes the following components:
 - (a) Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.
 - (b) Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.
 - (c) Retrospective Utilization Review- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.

- (d) Peer Review - physician-to-physician contact to resolve treatment and diagnosis questions.
- (8) Prescription Services – Pharmacy program made available to Client’s employees whereby a network of pharmacies, local to employer sites/employee residences will provide prescription medications related to the work related injury with no out of pocket expenses to the employee.
- (9) Pharmacy review services include a review of all current medications prescribed to the claimant as well as a review of over the counter medication being taken by the claimant. The purpose of the review is to evaluate whether the medications prescribed to and/or taken by the claimant are appropriate for treatment of the injury or ailment which is the subject of the underlying claim being administered by Sedgwick CMS.
- (10) Telephonic Case Management services are described below and are available upon request and for an additional fee.
- (11) Complex file review (nurse review) - Hospital or outpatient non-PPO bills that meet specific, pre-established criteria may be reviewed by a nurse for possible errors or excessive charges relative to the patient’s medical diagnosis.

Additional Managed Care Services

Telephonic Case Management

Sedgwick CMS will provide a telephonic medical case management program in which nurse case managers receive early notice of a worker's injury and telephonically manage the appropriate cases. Other elements of the Telephonic Case Management program include:

- The management phase includes ongoing return to work (“RTW”) and treatment plan management and negotiation. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities. By continuing to contact the injured worker, the provider, and the Client, case management is best able to facilitate early RTW and appropriate treatment.
- The case may go simultaneously to the assigned claim examiner and nurse or the Sedgwick CMS claims professional will make initial contacts to determine compensability and triage based on preset triggers and/or the claims professional's judgment to determine if the case will be sent to a telephonic case management nurse.
- Throughout the telephonic case management process, telephone contact will be made with the provider, employee, and Client. Status reports will be provided, within seventy-two (72) hours, to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

If, at the end of thirty (30) days, the case has not closed, the nurse case manager will contact the claims professional with a recommendation. At that time, the case will either:

- ♦ Close based on a decision by the claims professional
- ♦ Continue with case management on a month-to-month basis until closure and/or RTW and/or maximum medical improvement (MMI).
- ♦ Be referred for Field Case Management

Documentation of this contact will be transmitted electronically to the data management system.

- Sedgwick CMS claims offices will receive standard, open, closed, referred, and savings reports. All information collected will allow for insured level, by office reporting. Client customized communication reports may carry an additional charge to be borne directly by Client. If this is the case, these charges will be detailed in a separate document to be agreed upon in writing between the parties.
- Also included in the telephonic case management product model are any required Prospective Utilization Review or Concurrent Utilization Review necessary to meet individual claim or statutory requirements. These product components are described below:
 - ♦ Prospective Utilization Review is a utilization review prior to treatment or admission conducted by an experienced registered nurse that can validate or negotiate the necessity, setting, frequency, intensity, and duration of care delivery.
 - ♦ Concurrent Utilization Review is the process of using experienced registered nurses to review planned procedures and treatments to optimize patient recovery in line with accepted clinical practice.
 - ♦ Prospective and Concurrent Utilization Review services may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.

Evaluation and Recommendation

The Sedgwick Evaluation and Recommendation program involves triage contact with the injured worker, treating physician and, if appropriate and necessary, Client, to determine treatment and return to work ("RTW") plans and appropriateness for telephonic case management.

- In the evaluation and recommendation phase, a Sedgwick CMS nurse will receive demographic and initial claims professional contact information and open the case. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities.
- Status reports will be provided, within seventy-two (72) hours to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

- Continued telephonic case management will proceed on only those cases in which clinical activities can assist in resolving medical or RTW issues at the discretion of the Sedgwick CMS claims professional. These activities require regular contact with the injured worker, treating physician or therapist, and Client, as appropriate.

SIU SERVICE SCHEDULE

Along with serving as a central referral and coordination unit in cooperation with subcontractors, the Sedgwick CMS Special Investigations Unit (“Sedgwick CMS SIU”) will maintain a national vendor list of approved special investigation vendors based upon client and local Sedgwick CMS office preference. The Sedgwick CMS SIU will ensure that all SIU vendors are properly licensed and maintain proper insurance coverage as mandated in vendor agreements with these firms.

The following special investigation services shall be provided for the fees itemized in the attached Exhibit B:

1. Toll-free referral service during normal business hours.
2. Initial case review of all submissions to determine action plan.
3. Centralized management of vendor surveillance firms and maintenance of vendor agreements to ensure competitive rates, licenses and insurance coverages are maintained.
4. Tracking and reporting of investigative results to demonstrate cost savings, and benchmarking of results to Sedgwick CMS and its clients.
5. Assistance with training and education of adjusters relative to SIU.
6. Assistance with local office compliance with state anti-fraud statutes.
7. Assistance for employer filing with statutorily mandated Fraud Plans.
8. Other investigative services as outlined in Exhibit B.

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.

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

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 in Exhibit B:

No.	Product Name/Description
1	Medicare Set-Aside (MSA): This 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 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.
2	MSA without submission: This report is a less detailed than the MSA report identified above and will not be submitted to CMS for review. This report generally will be used in all general 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 slightly less detail will be included in the summary portion.
3	MSA Submission: Under certain circumstances, CMS will review and approve a Medicare Set-aside. If CMS requires that the MSA be submitted to CMS, Sedgwick CMS will submit the MSA and all necessary documents to CMS. In the event CMS does not approve the MSA or demands a higher amount, Sedgwick CMS will make recommendations to Client to address those issues.
4	Medicare Lien Resolution (Workers Compensation): Sedgwick CMS' Lien Resolution Program for workers' compensation cases 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.
5	Medicare Lien Resolution (General Liability): This service 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. More time and effort will be devoted to reducing the lien and pre-settlement lien negotiations which aren't as prevalent in WC cases.
6	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. A 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.

7	MSA/MCP COMBO: 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 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.
8	Prescription Drug Review: This is a review of the prescription drug medications projected for future treatment in the MSA. The purpose of the PDR is to determine whether there are any appropriate reductions to the allocated expenses for prescription drugs.
9	MSA UPDATE: An MSA will be updated free of charge within 6 months of the first report. All future updates shall be priced as set forth in Exhibit B.