

## **CorVel Enterprise Comp Services Agreement**

This CorVel Enterprise Comp Services Agreement (this “Agreement”) is entered into as of the Effective Date set forth below, by and between Enterprise Comp, Inc., (“CorVel”) and the customer identified below (“Customer”) to govern Customer’s rights to use certain of CorVel’s managed care and claims management services. This Agreement consists of and incorporates the following components:

**This Cover and Signature Page**

**General Terms and Conditions**

**Exhibit A: Selected TPA Claims Administration Services and Managed Care Services**

**Exhibit B: Fees**

**Exhibit C: CareMC License Agreement**

**Exhibit C-1: My Care Smartphone App Attachment**

**Exhibit D: CorVel Certificate of Insurance**

**Exhibit E: Consultant Expense Reimbursement Policy**

1. **Effective Date:** July 1, 2024
2. **CorVel Address and Contact:** CorVel Corporation  
1920 Main Street, Suite 900  
Irvine, California 92614  
Attn: Legal Department  
Phone: (949) 851-1473  
Fax: (949) 851-1469  
Email: Corporate\_Legal@corvel.com
3. **Customer Address and Contact:** City of Hollywood  
Office of Human Resources  
2600 Hollywood Boulevard, Suite 212  
PO Box 229045  
Hollywood FL 33022-9045  
Attn: Tanya Bouloy, MPA, CCA, Risk Management Officer  
Phone: 954-921-3505 \_\_\_\_\_  
Email: [TBouloy@hollywoodfl.org](mailto:TBouloy@hollywoodfl.org)

***Signatures Next Page***

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

By signing below, each party acknowledges his/her agreement with the terms and conditions of this Agreement and represents and certifies that he/she is authorized to sign on behalf of and to bind each of the respective signatories to all of the terms and conditions of this Agreement as of the Effective Date.

**CORVEL ENTERPRISE COMP, INC. :**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_:

**CITY OF HOLLYWOOD:**

By: \_\_\_\_\_

Name: Josh Levy

Title: Mayor

Date: \_\_\_\_\_

**CORVEL HEALTHCARE CORPORATION:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_:

**ATTEST:**

\_\_\_\_\_

Patricia A. Cerny, MMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

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City of Hollywood (piggyback of City of Lakeland FL) TPA Services Agreement 05-17-24

## GENERAL TERMS & CONDITIONS

### RECITALS

**WHEREAS**, CorVel Corporation is in the business of providing an integrated claims administration cost containment program (the “Services”) through its two wholly-owned, operating subsidiaries, CorVel Enterprise Comp, Inc., which provides claims management services, and CorVel Healthcare Corporation, which provides managed care services (collectively referred to here as “CorVel”); and

**WHEREAS**, CorVel has developed a proprietary software solution (the “CareMC Application”) which is accessible via the CorVel web site located at URL www.caremc.com (the “CareMC Site”), through which CorVel provides its customers with the option of utilizing certain Services online (the “Online Services”); and

**WHEREAS**, CorVel has developed a proprietary smartphone application (“My Care Services” smartphone app) for Customer and Customer’s claimants accessible via claimant’s own independent smartphone including but not limited to Apple’s iOS 7.0+ or Android 4.0+ or other smartphone device with such access capabilities; and

**WHEREAS**, Customer desires to retain CorVel to provide certain Services, including Online Services for the benefit of Customer and its claimants, insureds and/or their injured employees and My Care Services (including, but not limited to, services enabling Customer’s claimant to (i) review the current status of their individual claim, (ii) share pain level data with their healthcare provider by taking a Pain Level Survey, (iii) receive Electronic Funds Transfer (“EFT”) direct deposit transactions with respect to claims, and (iv) utilize other functions designed to assist claimants in interactions with health plans and healthcare providers); and

**WHEREAS**, CorVel desires to be so retained by Customer to provide such Services, ~~and~~ Online Services and My Care Services, all under the terms and conditions set forth in this Agreement; and

**WHEREAS**, This Agreement is a piggyback version of the agreement between CorVel Enterprise Comp, Inc. and City of Lakeland with an effective date of July 1, 2017 as amended.

**NOW THEREFORE**, for and in consideration of the agreements, covenants, representations and warranties set forth herein, and other good and valuable consideration provided by the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

#### 1. SERVICES

A. Exclusivity. Unless the parties expressly agree otherwise in writing, CorVel shall be the exclusive provider of all Services to Customer during the Term of this Agreement.

B. Terms and Conditions of Services. The Claims Administration Services shall be provided by CorVel Enterprise Comp, Inc., and the Managed Care Services by CorVel Healthcare Corporation as chosen by Customer are indicated on Exhibit A of this Agreement which shall be utilized by Customer in accordance with the terms and conditions set forth on the applicable Schedules. The terms and conditions under which Customer may access and use the Online Services shall be governed by the terms and conditions set forth on Exhibit C (the “CareMC License Agreement”). In the event of a conflict, the terms and conditions of this Agreement shall prevail.

## **2. FEES**

A. Fees, Billing and Payment. The fees and billing and payment procedures for the Services and CareMC Application are set forth on Exhibit B ("Fees"). Customer shall remit payment for all CorVel related Fees within forty-five (45) days of receipt of CorVel's invoice in accordance with Florida Statute §218.74 et. seq., the Local Government Prompt Payment Act.

B. Late Fees. A late fee of one percent (1%) per month or the highest rate allowed under the law, whichever is lower, shall be assessed against overdue amounts.

C. Taxes. All charges and fees exclude taxes. If CorVel is required to pay sales, use, value-added or other taxes resulting from services rendered under this Agreement, then such taxes will be billed to and paid by Customer unless otherwise exempt pursuant to a valid Florida sales and use tax exemption certificate which Customer shall provide upon execution of this Agreement. Customer shall not be responsible for taxes based on CorVel's income.

D. Customer's Audit Rights. During the Term of this Agreement and for a three (3) year period following the expiration or termination hereof, CorVel shall keep accurate records related to the provision of the Services performed under this Agreement. Such records shall be open for audit, at Customer's expense, by Customer or a reputable, independent certified public accounting firm (not working on a contingency fee basis, and reasonably acceptable to CorVel) at the local CorVel office or another location mutually agreed to by the parties for the purpose of verifying CorVel's compliance with the terms and conditions of this Agreement, provided such audits are conducted (i) no more than twice per calendar year, (ii) during CorVel's regular business hours, (iii) upon no less than thirty (30) days advance written notice to CorVel, (iv) for an audit period not to exceed twenty four (24) months prior to the date of audit, and (v) Customer or Customer's designee shall provide the results of such audit to CorVel within ten (10) business days including a complete list of all individuals or entities who were provided any CorVel information as a result of such audit and Customer or Customer's designee shall return all materials provided for such audit at the conclusion of the audit. Upon Customer's reasonable written request, no more than twice per calendar year, CorVel agrees to provide Customer with a copy of the results of CorVel's most recent internal SSAE16 audit, which results shall be CorVel's Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Customer be permitted to audit CorVel's information technology systems or facilities or any other records of CorVel other than claims files related to the provision of Services performed under this Agreement.

E. CorVel's Audit Rights. During the Term of this Agreement and for a three (3) year period following the expiration or termination hereof, Customer shall keep accurate books and records supporting Customer's calculations of the amounts payable to CorVel hereunder and Customer's compliance with its obligations under this Agreement. Such records shall be open for audit by CorVel or CorVel's certified public accountants for the purpose of verifying Customer's compliance with its payment and other obligations under this Agreement provided such audits are conducted (i) no more than twice per calendar year; (ii) during Customer's regular business hours, and (iii) upon no less than thirty (30) days advance written notice to Customer.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CUSTOMER**

A. Authority. Customer represents and warrants that (i) it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate actions on its part, (ii) this Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against it in accordance with its terms, and (iii)

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the execution, delivery and performance of this Agreement will not constitute a violation of any judgment, order or decree or a breach of a material agreement that would materially impair or prevent Customer from complying with its obligations under this Agreement.

B. Authorizations. Customer represents and warrants that (i) it has obtained or shall obtain such authorizations or approvals as are required for CorVel to perform the services described in this Agreement, including but not limited to receiving and disclosing patient-specific data as contemplated hereunder, (ii) it shall maintain the compliance of its workers' compensation program under all applicable laws, (iii) it has obtained and shall maintain during the Term any regulatory approval needed in order for CorVel to perform its obligations hereunder, and (iv) it shall promptly notify CorVel if any such approval is terminated, suspended or otherwise materially limited.

C. Insurance. For the term of this Agreement, Customer agrees that Customer shall be deemed in compliance with this Section 3C by being self-insured pursuant to Florida Statute 768.28.

D. Non-Solicitation. As a material inducement to CorVel to provide the Services set forth in the Agreement, Customer agrees that during the Term of this Agreement and for a period of one (1) year after any expiration or termination thereof, Customer shall not, directly or indirectly, recruit or solicit for employment, employ or in any manner engage the services of or otherwise interfere with the employment relationship of any CorVel employee who was in any way involved in providing services to Customer pursuant to the Agreement without the prior written consent of CorVel. In the event Customer breaches this covenant of non-solicitation and non-employment, CorVel shall be entitled to recover the amount of one (1) times annual salary per employee from Customer as liquidated damages. The parties acknowledge that CorVel's actual damages in the event of such a breach by Customer would be extremely difficult or impracticable to determine and acknowledge that this liquidated damages amount has been agreed upon as a reasonable estimate of CorVel's damages and as CorVel's exclusive remedy against Customer in the event of a breach of this Section 3D by Customer. The parties further agree that in any action brought on account of any alleged breach of this covenant, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

#### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CORVEL**

A. Authority. CorVel represents and warrants that (i) it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate actions on its part, (ii) this Agreement constitutes a legal, valid and binding obligation of CorVel, enforceable against it in accordance with its terms, and (iii) the execution, delivery and performance of this Agreement will not constitute a violation of any judgment, order or decree or a breach of a material agreement that would materially impair or prevent CorVel from complying with its obligations under this Agreement.

B. Performance. CorVel represents and warrants that (i) it has the necessary knowledge, skills and experience to provide and perform the Services in accordance with the Agreement, and (ii) it will perform the Services in a diligent, professional and workmanlike manner using an appropriate number of properly trained and qualified individuals and in accordance with applicable industry standards.

C. Insurance. CorVel represents and warrants that it has and agrees that it will maintain at all times during the Term of this Agreement the required errors and omissions liability, workers' compensation, general and auto liability insurance coverages as set forth on the Certificate of Insurance attached hereto as Exhibit C.

## 5. DISCLAIMERS

A. Coverage and Compensability. SUBJECT TO APPLICABLE STATE REGULATIONS, CODES AND STATUTES, CORVEL SHALL RETAIN FINAL DECISION MAKING AUTHORITY AS TO COMPENSABILITY AND COVERAGE DETERMINATION WITH INPUT FROM CUSTOMER. THIS AUTHORITY EXTENDS TO DETERMINATIONS REGARDING THE PAYMENT OF BENEFITS AS REQUIRED BY LAW, AND TO THE EXTENT POSSIBLE, WITHIN THE CUSTOMER'S ESTABLISHED PARAMETERS AND CONTRACT TERMS GOVERNING CORVEL'S PERFORMANCE OF THE SERVICES.

B. Liability Claims Coverage and Compensability. SUBJECT TO APPLICABLE STATE REGULATIONS, CODES AND STATUTES, CARRIER SHALL RETAIN FINAL DECISION MAKING AUTHORITY AS TO GENERAL LIABILITY AND AUTO CLAIM COMPENSABILITY AND COVERAGE DETERMINATION WITH INPUT FROM CORVEL AND CUSTOMER. THIS AUTHORITY EXTENDS TO DETERMINATIONS REGARDING THE PAYMENT OF BENEFITS AS REQUIRED BY LAW, AND TO THE EXTENT POSSIBLE, WITHIN THE CUSTOMER'S ESTABLISHED PARAMETERS AND CONTRACT TERMS GOVERNING CORVEL'S PERFORMANCE OF THE SERVICES.

C. Duty of Cooperation. CUSTOMER ACKNOWLEDGES THAT ACCURATE AND LEGALLY SOUND DETERMINATIONS AS TO COMPENSABILITY AND THE PROVISION OF BENEFITS REQUIRES COOPERATION AND ACCESS TO CUSTOMER MATERIALS, DOCUMENTS, AND WITNESSES. CUSTOMER AGREES TO COOPERATE FULLY IN ALL ASPECTS OF CORVEL'S INVESTIGATION IN ORDER TO ENSURE FULL COMPLIANCE WITH ALL APPLICABLE WORKERS' COMPENSATION STATUTES.

D. Healthcare Authority. SUBJECT TO APPLICABLE STATE REGULATIONS, CODES AND STATUTES, CORVEL AND ITS AGENTS HAVE NO AUTHORITY TO CONTROL OR DIRECT THE HEALTH CARE SERVICES PROPOSED FOR OR PROVIDED TO INJURED PERSONS. THIS AUTHORITY SHALL LIE ONLY WITH THE INJURED PERSON AND HIS/HER TREATING PHYSICIAN IN ANY CASE, AND THOSE INDIVIDUALS MAY ACCEPT, REJECT OR MODIFY ANY ADVISORY DETERMINATIONS MADE BY CORVEL OR ITS AGENTS, EXCEPT INsofar AS STATE WORKERS' COMPENSATION LAWS MAY REQUIRE THEM TO FOLLOW THE DETERMINATIONS OF CUSTOMER, CORVEL, CUSTOMER'S AGENTS, A WORKERS' COMPENSATION JUDGE OR REVIEW PANEL, OR ANOTHER THIRD PARTY.

E. No Interference with Practice of Medicine. Neither CorVel nor Customer shall attempt, directly or indirectly, to control, direct or interfere with the practice of medicine by any health care provider.

## 6. LIMITATION OF LIABILITY

A. Limitation on Damages. BOTH PARTIES AGREE THAT, EXCEPT WITH RESPECT TO (i) A BREACH BY CORVEL OF ITS OBLIGATIONS UNDER SECTION 9 (*Confidentiality*); (ii) CORVEL'S OBLIGATIONS UNDER SECTION 7 (*Indemnification*) INCLUDING CORVEL'S NEGLIGENCE, ERRORS, OMISSIONS, WILLFUL MISCONDUCT OR FRAUD HEREUNDER THE OBLIGATIONS OF THIS AGREEMENT; OR A BREACH BY CORVEL UNDER EXHIBIT F (*HIPAA Business Associate Agreement*) WHICH COULD RESULT IN BLUE SKY DAMAGES. IN NO EVENT WILL CORVEL'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED LESSER OF (x) FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) OR (y) THE FEES PAID BY CUSTOMER TO CORVEL HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE FIRST NOTICE

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IS PROVIDED BY EITHER PARTY REFERENCING A CLAIM HEREUNDER, REGARDLESS OF WHETHER CLAIMS ARE BROUGHT UNDER TORT, CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. For purposes of this Section 6(A), the calculation of fees paid to CorVel shall exclude provider fees, pharmacy fees, facility fees, medical expenses, and allocated loss adjustment expenses which Customer pays to CorVel and CorVel passes through to medical providers, pharmacies and other third parties as may be required in the performance of CorVel's services hereunder.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES) UNDER THIS AGREEMENT. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER CLAIMS BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE FORESEEABLE, WHETHER THEY ARE BROUGHT UNDER TORT, NEGLIGENCE, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

C. Integral Element. The parties acknowledge that the limitations and disclaimers set forth in this Agreement were an integral element in the business arrangement between the parties. The pricing and other terms of this Agreement reflect this allocation of risk and the disclaimers and limitations of liability set forth herein.

## 7. INDEMNIFICATION

A. Indemnification. Subject to section 7C below, CorVel shall defend any third party claim against the Customer (the Indemnified Party") arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees ("Losses") incurred in connection therewith.

B. Indemnification by CorVel.

(i) Subject to Section 7C below, CorVel shall defend any third party suit or action against Customer to the extent resulting from the negligence or willful misconduct of CorVel in performing or failing to perform the Services for Customer under this Agreement, and CorVel will pay those Losses finally awarded against Customer in any monetary settlement or final, non-appealable judgment of such suit or action which are specifically attributable to such claim, but excluding therefrom the costs of any medical benefits, temporary and permanent disability benefits, death benefits, medical-legal responses, vocational rehabilitation and any other expenses or services that are required to be paid or provided by Customer under any insurance policy or applicable state or federal workers' compensation laws; provided, however, that CorVel shall have no obligation to defend, indemnify or hold harmless Customer from or against any Losses arising out of or relating to any suit or action resulting from (a) the negligent acts or omissions or willful misconduct of Customer, its officers or employees, or (b) actions taken by CorVel at the direction of Customer relating to the Services; and provided, further, that for purposes of computing Losses hereunder in connection with any suit or action there shall be deducted an amount equal to the amount of any insurance proceeds, indemnification payments, contribution payments or reimbursements received directly or indirectly by Customer in connection with such suit or action. CorVel shall not be responsible or liable for any third party claims arising to the

extent of Customer's negligence, errors, omissions, willful misconduct or fraud under performance of this Agreement.

(ii) Subject to Section 7D below, CorVel shall defend any third party suit or action against Customer to the extent such suit or action is based on a claim that Customer's permitted use of the CareMC Application under this Agreement constitutes an infringement of a United States patent, trademark, trade name, trade secret, copyright or other United States intellectual property right, and CorVel will pay those Losses finally awarded against Customer in any monetary settlement or final, non-appealable judgment of such suit or action which are specifically attributable to such claim. This indemnity does not apply to any claims based on Customer's use of the CareMC Application (a) in violation of this Agreement or the Documentation (as defined in the CareMC License Agreement), (b) in combination with any other software, hardware, network or system where the alleged infringement relates to such combination, or (c) based on CorVel's compliance with Customer's instructions, designs or specifications where the alleged infringement relates to such compliance. If any portion of the CareMC Application becomes, or in CorVel's opinion is likely to become, the subject of a claim of infringement, then CorVel may, at its option and expense, procure for Customer the right to continue using the CareMC Application or replace or modify the affected portion of the CareMC Application so that it becomes non-infringing. If neither alternative is reasonably available, CorVel may terminate this Agreement. THE FOREGOING STATES CORVEL'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR INFRINGEMENT CLAIMS.

C. Conditions. The parties' indemnification obligations under this Section 7 are contingent upon: (i) the indemnified party giving prompt written notice to the indemnifying party of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying party shall have been actually prejudiced as a result of such failure), (ii) the indemnifying party having the right, but not the obligation, to assume sole control of the defense or settlement of the claim, and (iii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim(s). If the indemnifying party assumes the defense of any claim hereunder, the indemnified party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense. The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party.

## **8. TERM AND TERMINATION.**

A. Term. Unless provided otherwise on Exhibit B, the initial term of this Agreement shall begin on the Effective Date and continue for a period of three (3) years from the Effective Date (the "Initial Term"). Thereafter, the Agreement shall be renewed upon mutual written agreement of the parties for subsequent one (1)-year terms (each a "Renewal Term"), unless either party gives written notice of its intent to terminate no less than thirty (30) days prior to the end of the then-current term. The Initial Term and any subsequent Renewal Term(s) are collectively referred to herein as the "Term".

B. Termination for Convenience. This Agreement may be terminated by either party for convenience upon ninety (90) days written notice to the other party any time after the expiration of the Initial Term.

C. Termination for Cause. This Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this Agreement or the CareMC License Agreement and does not cure such breach prior to the end of



such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted under the terms and conditions of this Agreement, or (iii) effective immediately and without notice if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other and continues for ninety (90) days undismissed, unbonded and undischarged.

D. Effects of Termination. Termination or expiration of this Agreement shall have the following effects: (i) all outstanding unpaid invoices rendered by CorVel shall become immediately payable by Customer and invoices in respect of services provided prior to termination but for which an invoice has not been submitted shall be payable immediately by upon submission of an invoice by CorVel, (ii) all licenses granted to Customer under this Agreement (including any and all Exhibits) shall terminate immediately, (iii) all rights of Customer to use the CareMC Application and Online Services shall cease immediately, (iv) provided Customer has paid all outstanding amounts due to CorVel under this Agreement, CorVel shall provide Customer with any proprietary data belonging to Customer, including but not limited to claim history, in the current format in which it is stored at CorVel at the termination of the Agreement, and (v) each party shall promptly return all claims files, information, documents, manuals and other materials belonging to the other party, whether in printed or electronic form, except as otherwise provided in this Agreement, including without limitation all Confidential Information of the other party then currently in its possession.

E. Transition Period. Upon expiration or termination of the Agreement CorVel shall upon prior written request from Customer continue to provide Services to Customer for a period up to ninety (90) days after such expiration or termination of the Agreement pursuant to Exhibit B. Access to the CareMC Application shall continue during such timeframe at no costs to Customer. If Customer requests the CareMC Application beyond the ninety (90) day timeframe or CorVel shall continue to provide Open Claims services, CorVel shall also invoice for such Open Claims transfers and Administrative Fee as described hereunder in Exhibit B. CorVel shall assist and support in a reasonable manner during such transition period. CorVel will not provide such transition assistance or services if the Agreement is terminated pursuant to Section 8C as a result of a material breach by Customer which is not curable to the satisfaction of CorVel.

F. Survival. Except to the extent expressly provided to the contrary in this Agreement, any rights to accrued payments, any right of action for breach of the Agreement prior to termination, and the following provisions shall survive the termination of this Agreement: Sections 2B-2E, 3A, 3B, 3D, 4A, 4B, 5, 6, 7, 8E, 8F, 9, 10, 11 (as applicable) and the provisions identified the Section of the CareMC License Agreement titled "Effect of Termination".

## **9. CONFIDENTIALITY**

A. Definition of Confidential Information. "Confidential Information" shall mean any non-public data, information and other materials regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to either party by the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, the parties agree that (i) the CareMC Application, My Care App, Documentation, CorVel Content (as defined in the in the CareMC License Agreement) and all software, source code, source documentation, inventions, know-how, and ideas, updates and any documentation and information relating thereto constitutes Confidential Information of CorVel, (ii) the Customer Data (as defined in the CareMC License Agreement) constitute

Confidential Information of Customer, and (iii) this Agreement and Exhibits attached hereto, and the terms and conditions set forth herein and therein are Confidential Information of both parties.

B. Disclosure and Use of Confidential Information. The Confidential Information disclosed by either party ("Disclosing Party") to the other ("Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party and the Receiving Party agrees to treat such Confidential Information in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information of the Disclosing Party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose it to any third party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein.

C. Exceptions. Notwithstanding the foregoing, the parties' confidentiality obligations hereunder shall not apply to information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party, (ii) becomes publicly available without fault of the Receiving Party, (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, (iv) is approved for release by written authorization of the Disclosing Party, (v) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information, or (vi) is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, provided, however, that the Receiving Party shall advise the Disclosing Party of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

D. Use of Data. Nothing shall prohibit CorVel from using aggregate, non-identifying, statistical data generated through its customers', including Customer, use of the CareMC Application and Online Services for analytical purposes, provided that CorVel shall not use or disclose any such data or information in a manner that would reveal the identity of, or other confidential information concerning, Customer and such data has been completely de-identified or scrubbed of any personal health information of claimants. Such aggregate, non-identifying statistical data could include, without limitation, statistics regarding usage of the CareMC Application and Online Services, the number of case referrals generated through the CareMC Application and Online Services and the efficiencies gained by CorVel customers through their use of the CareMC Application and Online Services.

**E. Public Records. IF CORVEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

In accordance with Florida Statute §119.0701, CorVel shall keep and maintain public records required by the Customer in performance of services pursuant to the contract. Upon request from the Customer's custodian of public records, CorVel shall provide the Customer with a copy of the requested records or

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allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. CorVel shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CorVel does not transfer the records to the Customer. CorVel shall, upon completion of the contract, transfer, at no cost, to the Customer all public records in possession of CorVel or keep and maintain public records required by the Customer to perform services pursuant to the contract. If CorVel transfers all public records to the Customer upon completion of the contract, CorVel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CorVel keeps and maintains public records upon completion of the contract, CorVel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer. If such format is not an industry standard and would require CorVel to re-format such records, Customer shall be responsible for such reasonable costs of formatting to such Customer requirements.

## 10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida and the United States without regard to conflicts of laws provisions thereof. Venue and jurisdiction for any legal action arising out of this Agreement shall be in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa division. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

## 11. DISPUTE RESOLUTION

**READ THIS DISPUTE RESOLUTION PROVISION CAREFULLY. IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY THE PARTIES WILL RESOLVE ANY CLAIMS WHICH THEY HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE. AMONG OTHER THINGS, IF A CLAIM HAS NOT BEEN RESOLVED THROUGH NEGOTIATION AND IS ARBITRATED: (i) NO PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM; (ii) A PARTY'S ABILITY TO OBTAIN INFORMATION OR DISCOVERY FROM ANOTHER PARTY AND TO APPEAL IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT; (iii) THERE WILL BE NO RIGHT TO PURSUE A CLASS ACTION IN COURT OR IN ARBITRATION OR TO CONSOLIDATE CLAIMS; (iv) THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE HIGHER THAN FEES CHARGED BY A COURT; AND (v) OTHER RIGHTS THAT A PARTY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

A. Negotiation and Escalation of Disputes. In the event of any dispute, controversy or claim arising from or relating to this Agreement or the breach thereof ("Claim"), the parties will attempt in good faith to negotiate a solution to their differences, including progressively escalating any Claim through senior levels of management. If negotiation does not result in a resolution of the Claim within thirty (30) days of the date when one party first notifies the other of the Claim, any party desiring to pursue that Claim must do so exclusively pursuant to the arbitration provision set forth in Section 11B.

B. Arbitration Provision. To the extent permitted by applicable law, any Claim which a party desires to pursue which has not been resolved through negotiation under Section 11A shall be submitted to and

finally resolved by a single arbitrator mutually agreed to by both parties through arbitration in accordance with the following terms.

(i) Claim. “Claim,” as defined in Section 11A, includes, without limitation, initial claims and counterclaims, disputes based on statutes, regulations, ordinances, common law, equity, constitutions, contracts, torts and acts of every type (whether intentional, fraudulent, reckless or negligent), and requests for monetary and equitable relief. This arbitration provision shall apply to the parties hereto, to their officers, directors, employees, affiliates, agents, contractors, assigns and to third party beneficiaries of this Agreement. “Claim” includes only a party’s individual claims and not class action, consolidated or private attorney general claims, as set forth in Section 11B(vi). In addition, “Claim” does not include disputes about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof, (including, without limitation, the Class Action and Consolidation Waiver in Section 11.B.(vi) and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

(ii) Governing Law. This Agreement involves interstate commerce, and this arbitration provision shall be governed, interpreted and enforced pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1 et seq. (and by the law of the state where [Customer] is located to the extent state law governs the enforceability of the arbitration provision under Section 2 of the FAA).

(iii) Administrator. The arbitration shall be administered by the American Arbitration Association (“AAA”) according to the Commercial Arbitration Rules (excluding the Optional Procedures for Large, Complex Commercial Disputes) and the Optional Rules for Emergency Measures of Protection of the AAA. A copy of the rules, forms and instructions for initiating an arbitration and additional information concerning the AAA may be obtained by contacting the AAA, 1633 Broadway, New York, NY 10019, (800) 778-7879, [www.adr.org](http://www.adr.org). If the AAA cannot or will not serve and the parties are unable to select another administrator by mutual consent, a court with jurisdiction will select the administrator; provided that no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision.

(iv) Venue; Arbitrator Selection. Arbitration shall take place in Polk County, Florida at a location agreed to by all parties or, in the absence of an agreement, at a place specified by the AAA. The arbitration shall be heard by one (1) arbitrator who must be disinterested, experienced in commercial transactions, and knowledgeable about the subject matter of this Agreement. The arbitrator shall be appointed jointly by the parties within thirty (30) days following the date on which the arbitration is instituted and shall apply the AAA rules. If the parties are unable to agree upon an arbitrator within said thirty (30)-day period, the arbitrator shall be selected by the AAA pursuant to its rules within thirty (30) days thereafter.

(v) Arbitrator Authority. The decision of the arbitrator shall be executory, final and binding upon the parties hereto, except for any appeal rights under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall follow the substantive law applicable to the Claim to the extent consistent with the FAA and this Agreement, applicable statutes of limitation and applicable privilege rules. The arbitrator will not have the power to award any damages excluded by, or in excess of, any

damage limitations expressed in this Agreement. The arbitrator also will not have authority to conduct class-wide, consolidated or private attorney general arbitration, as set forth in Section 11B (vi). Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis for the award.

(vi) Class Action and Consolidation Waiver. Regardless of anything else in this Agreement or this arbitration provision, no party to this Agreement or person or entity covered by this arbitration provision will be allowed to participate in a class action in court or in class-wide arbitration, whether as a class representative, class member or otherwise, or act as a private attorney general, in connection with any arbitration or court proceeding involving this Agreement or any Claim covered by this Agreement. In addition, any arbitration or court proceeding involving this Agreement or any Claim covered by this Agreement may not be joined or consolidated with any other arbitration or court proceeding involving a different agreement or different parties. The arbitrator has no power or authority to conduct class-wide, consolidated or private attorney general arbitration. The validity and effect of this Class Action and Consolidation Waiver may be determined only by a court and not by an arbitrator. If a determination is made in a proceeding involving the parties to this Agreement that the Class Action and Consolidation Waiver is invalid or unenforceable, only this sentence of this Arbitration Provision will remain in force and the remainder of this arbitration provision shall be null and void, provided that the determination concerning the Class Action and Consolidation Waiver shall be subject to appeal.

(vii) Arbitration Costs. The compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the parties. The AAA's fee schedule is posted on its website or may be obtained by writing or calling the AAA. Each party must pay for that party's own attorneys, experts and witnesses unless applicable law, this Agreement or the AAA's rules provide otherwise.

(viii) Continued Effect of Arbitration Provision. Subject to the terms of Section 11B (vi), this arbitration provision will remain in force even if (a) there is a breach of or default under this Agreement, (b) this Agreement has been terminated and (c) a party to this Agreement becomes bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun by or against a party to this Agreement, to the extent consistent with applicable bankruptcy law.

(ix) Other Provisions. (a) If court proceedings to stay litigation or compel arbitration or otherwise enforce rights under this Agreement are necessary, the party who unsuccessfully opposes such proceedings will reimburse and pay all associated costs, expenses and attorneys' fees that are reasonably incurred by the other party. (b) In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such Claim would be barred by the applicable statute of limitations. (c) All proceedings that take place under or in connection with this arbitration provision shall be considered Confidential Information of both parties and subject to appropriate confidentiality restrictions and/or protective orders. (d) Either party may apply to the arbitrator to seek injunctive relief until such time as the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, interim or provisional equitable relief that is necessary to protect the rights or property of that party, pending establishment of the arbitral tribunal. (e) In the event of a conflict between this arbitration provision and the rules or policies of the AAA, or between this arbitration provision and other parts of this Agreement, this arbitration provision shall govern.

(x) Acknowledgements. The parties hereby acknowledge that this Agreement is a commercial, not a consumer, contract; that they have had a full and fair opportunity to negotiate the terms of this Agreement and this arbitration provision and to consult with and utilize counsel of their choice before signing this Agreement; and that they have entered into this Agreement and this arbitration provision knowingly, intelligently, voluntarily and of their own free will.

C. Injunctive Relief. Either party may apply to the arbitrator to seek injunctive relief until such time as the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction, interim or provisional relief that is necessary to protect the rights or property of that party, pending establishment of the arbitral tribunal.

D. Fees and Costs. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

## **12. GENERAL PROVISIONS**

A. Contacts for Notices. The parties' contacts for notices to be provided under this Agreement shall be as set forth on the cover pages to this Agreement.

B. Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written consent of the non-assigning party. Notwithstanding the foregoing, CorVel may assign this Agreement to any acquiror of all or of substantially all of CorVel's equity securities, assets or business related to the subject matter of this Agreement. Any attempted assignment in violation of this Agreement shall be void and without effect.

C. Severability. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

D. Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

E. Relationship of the Parties. The relationship of CorVel and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) constitute the parties as partners, franchisee-franchiser, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) otherwise give rise to fiduciary obligations between the parties.

F. Force Majeure. Except for the obligation to make payments, nonperformance by either party shall be excused to the extent that performance is rendered impossible by war, acts of terrorism, strikes, fire, flood, hurricane, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control of the non-performing party.

G. Entire Agreement; Amendments. This Agreement and the Exhibits attached hereto constitute the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this

Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby.

H. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile copy of a manually signed signature to this Agreement shall be deemed to be valid execution of this Agreement by the signatory.

I. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than the Customer and CorVel, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as provided otherwise herein.

## EXHIBIT A

### Claims Administration and Managed Care Services Selected by Customer

Customer has chosen the claims administration and managed care services indicated below. The specific terms and conditions that apply to CorVel's provision and Customer's receipt of such services are set forth in the indicated Schedules, which are hereby incorporated by reference into this Agreement.

<b><u>Service</u></b>	<b><u>Selected by Customer</u></b> (check box if yes)	<b><u>Applicable Terms &amp; Conditions</u></b>
Claims Administration Services:		
Workers' Compensation Claims Administration Services	X	Schedule 1A
Liability Claims Administration Services	X	Schedule 1B
Texas Non-Subscriber Services	<input type="checkbox"/>	Schedule 1C
Managed Care Services:		
Case Management Services	X	Schedule 2A
Care Advocacy	<input type="checkbox"/>	Schedule 2B
Network Solutions:		
Bill Audit, Review and Payment Services	X	Schedule 3A
Clinical/Technical Review	X	Schedule 3B
CERiS Services	X	Schedule 3C
Preferred Provider Network Access Services	X	Schedule 4A
Custom Preferred Provider Network Access Services (Custom PPO)	<input type="checkbox"/>	Schedule 4B
Care <sup>IQ</sup> Services:	X	Schedule 5
Independent Medical Exams (IME)		
Durable Medical Equipment (DME)		
Diagnostic Services		
Transportation and Translation Services		
Occupational Therapy		
Chiropractic		
Home Health		
Pharmacy Benefit Management Services	X	Schedule 6

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Peer Review/Medical Records Review	X	Schedule 7
Medicare Agent Services	X	Schedule 8A
Medicare Set Asides	X	Schedule 8B
Clearinghouse Payer Agent Services Program	X	Schedule 9A
Clearinghouse Services	<input type="checkbox"/>	Schedule 9B
NCCI Medical Data Call Services	<input type="checkbox"/>	Schedule 10
Advocacy 24/7 Nurse Triage Services	X	Schedule 11

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**EXHIBIT A (continued)**  
**Claims Administration and Managed Care Services Selected by Customer**

<b>Service</b>	<b>Selected by Customer (check box if yes)</b>	<b>Applicable Terms &amp; Conditions</b>
Medication Review Services	X	Schedule 12
Telehealth Services	X	Schedule 13
Workers' Compensation Lien Resolution Services	<input type="checkbox"/>	Schedule 14A
Liability Lien Resolution Services	<input type="checkbox"/>	Schedule 14B

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## **SCHEDULE 1A**

### **Workers' Compensation Claims Management Services**

#### **Terms and Conditions**

#### **I. DESCRIPTION OF WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES**

- (a) Customer shall promptly notify CorVel of all incidents subject to the Services described in this Agreement.
- (b) CorVel's first notice of loss services involve gathering pertinent information related to a work injury and reporting such information to the appropriate state industrial accident board or commission as required by law, and is used to facilitate CorVel's initial review of the claim to determine whether the claim is likely to be medical-only or lost time and to help guide the initial determination of Services that may be required ("First Notice of Loss Services").
- (c) CorVel's workers' compensation claims management services provide Customer with a process to comply with Customer's workers' compensation issues in the applicable jurisdiction ("Workers' Compensation Claims Management Services"). CorVel shall provide workers' compensation claims management services set forth herein to Customer on behalf of employees that sustain work related injuries. CorVel may subcontract with a third party to provide some portion or all of its claims management services obligations hereunder.

#### **II. DELIVERY OF FIRST NOTICE OF LOSS SERVICES**

- (a) CorVel shall provide First Notice of Loss Services to Customer upon receipt by CorVel of specific requests from Customer. Prior to the implementation of CorVel First Notice of Loss Services and as required during the Term of this Agreement, Customer shall provide CorVel with instructions regarding the scope and extent of the First Notice of Loss Services to be performed by CorVel. Absent such instruction, CorVel First Notice of Loss Services shall be performed as described below.
- (b) Customer, its insureds, and/or their employees shall initiate First Notice of Loss Services by (i) calling CorVel via a toll free number provided by CorVel, (ii) entering such information online through CareMC, or (iii) faxing such information to the CorVel intake specialist. Customer or the Customer representative making such call, entering such information on CareMC or faxing such information shall provide CorVel with the information required to complete the First Notice of Loss form required by the applicable state ("Required Information"). Required Information generally includes the following: name/address of Claimant, date of incident, description of injuries, social security number, date of birth, employer, salary, and other descriptive information reasonably required by CorVel, and may include information required by applicable statute (e.g., employer TIN). CorVel shall (i) provide sufficient staff to handle all incoming calls, and (ii) be prepared to complete First Notice of Loss forms for all applicable states.
- (c) Once the Required Information is gathered by a CorVel representative, a First Notice of Loss Form will be submitted to one of the following, in accordance with Customer's instructions: (i) the applicable Customer branch claim office, (ii) a central Customer location, and/or (iii) the applicable state industrial accident board or commission as required by law. Upon Customer's written request, CorVel will submit the First Notice

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of Loss form to the applicable employer. To the extent permitted by the applicable state industrial accident board or commission, the Required Information shall be transmitted electronically. Upon CorVel's request, Customer will promptly provide to CorVel any missing information.

- (d) To the extent required by applicable statute or otherwise agreed in writing by CorVel, CorVel will file additional reports on earlier-filed First Notices ("Subsequent Reports").
- (e) Unless agreed to otherwise by the parties, any questions or concerns from an industrial accident board or commission concerning First Notice of Loss Forms completed by CorVel hereunder will be handled directly by CorVel. All such inquiries will receive an initial response within the next business day following CorVel's receipt of the inquiry. CorVel will keep Customer reasonably apprised of any inquiries it receives and the response thereto. CorVel will send a written response to the inquiry within five (5) business days outlining the nature of the inquiry and the resolution of same by CorVel. A copy of such response will also be sent to the attention of the designated Customer representative. Customer shall have the right, but not the obligation, at any time, to interject itself into the inquiry between CorVel and the industrial accident board or commission, and in connection therewith to resolve the inquiry in a manner acceptable to Customer at its sole discretion, in which case Customer shall defend, indemnify and hold harmless CorVel from and against any claim, liability, damages or costs arising from Customer's handling of such inquiry or the resolution thereof.

### **III. DELIVERY OF WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES**

- (a) Customer shall arrange so that all workers' compensation claims and all related bills of any type, as well as all other correspondence that Customer receives relating to such workers' compensation claims, are sent directly to CorVel. CorVel shall perform all of the following Workers' Compensation Claims Management Services in connection with each portion of a claim related to workers' compensation benefit payments. CorVel's Workers' Compensation Claims Management Services include and/or a subject to the following:
  - (i) Workers' compensation claims requiring work beyond the standard scope for each claim type will be invoiced at the next higher rate. The following indicates the basis for the categorization of workers' compensation claims Fees. Customer will be provided with reports that provide full transparency of the Fees invoiced.
    - **"Record Only"**: system notation of an event that does not require any claims handling, including contact or investigation. These are used solely for the purpose of record keeping.
    - **"Medical Only"**: claims where time-off does not exceed the state waiting period and the scope of work is within the parameters noted in Exhibit B.
    - **"Indemnity"**: claims not otherwise classified as either Record Only or Medical Only.
- (b) All Workers' Compensation Claims Management Services provided by CorVel under this Agreement shall be performed in accordance with the guidelines set forth in Sections II-IV of this Exhibit A:
  - (i) CorVel shall immediately assign each new Indemnity Claim and Medical Only Claim to CorVel's designated claims professional.

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- (ii) Utilizing CorVel's CareMC Application or other applicable CorVel online system, CorVel shall maintain a chronological record of all Workers' Compensation Claims Management Services performed by CorVel.
- (iii) CorVel shall make all filings related to Indemnity claims and Medical Only claims with the appropriate state workers' compensation regulatory authorities.
- (iv) CorVel shall maintain a complete and accurate claim file for each Indemnity claim and Medical Only claim.
- (v) CorVel shall perform reasonable and necessary administrative and clerical work including, without limitation, the following:
  - (A) Investigate all Indemnity claims and Medical Only claims.
  - (B) Determine and evaluate any coverage and/or compensability issues and provide Customer with appropriate recommendations and advice regarding the same.
  - (C) Adjust, handle, or settle to a conclusion those Indemnity claims and Medical Only claims that CorVel believes the Customer is legally obligated to pay under applicable state law and regulations, and in accordance with the authority granted to CorVel by Customer under the Agreement.
  - (D) Prepare checks for payments of Indemnity claims, Medical Only claims and Allocated Loss Adjustment Expenses.
  - (E) Prepare documents as necessary to close out Indemnity claims and Medical Only claims.
- (c) CorVel shall process claims and process the disbursement of benefit payments to claimants and health care providers entitled to such payments from Customer. Funding for the payment of all benefits to claimants, health care providers, vendors and Allocated Loss Adjustment Expenses" (as defined below) is the sole responsibility of Customer and Customer agrees to be liable for and fund all proper claims processed by CorVel. Such payment shall be made through a bank account established by CorVel. There shall be one account established for claims relating to First Notice of Loss arising prior to on or after July 1, 2024 (the "Bank Account"). CorVel shall provide Customer with a check register in a mutually agreed format for each check run drawn on a Bank Account prior to mailing of the checks. CorVel also will provide Customer information as necessary for Customer to prepare periodic Bank Account reconciliation reports. Customer agrees to pay into the Bank Account funds sufficient to pay approved claims and to maintain the advance deposit set forth below and to provide CorVel with such authorizations as shall be necessary to make the required instruments valid claims against Customer. Notwithstanding the other provisions of this Agreement, if payments are not made when due, Customer shall be in default and subject to immediate termination without notice, and CorVel shall have no liability for claims, penalties or other damages arising out of or relating to any such failures on the part of Customer.
  - (i) Customer had CorVel set up a Bank Account on behalf of Customer upon which Customer maintains required funding as needed.
  - (ii) "Allocated Loss Adjustment Expenses" or "ALAE" generally encompasses costs which can be directly allocated to a particular claim. As used herein, that term

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shall include, but not necessarily be limited to, the following: claim adjustment costs and expenses incurred by CorVel or its subcontractor and allocated by CorVel to the investigation, adjustment and settlement or defense of a claim for benefits, including, without limitation, attorneys' fees and disbursements; pre- and post- judgment interest; court reporter services and transcripts; deposition charges and transcripts; fees for service of process or summons; court costs; courier/express mail; appeal bonds and filing fees; travel, printing costs related to trials and appeals; witness and expert fees and expense; alternate dispute resolution fees and expense; mediation fees and expense; arbitration fees and expense; ombudsman fees and expense; medical examinations and reviews to determine issues such as causal connection, length or extent of disability, degree of permanency, and other issues related to determining liability of the Customer; laboratory costs; engineering fees and expense; autopsy fees and expense; independent adjuster and private investigator fees and expense; surveillance and activity checks; photography; fees and expense related to the defense of controverted or litigated claims, including subrogation recovery; medical cost containment expense including, but not limited to, medical bill auditing expenses, hospital and other treatment utilization reviews, including precertification/preadmission and concurrent or retrospective reviews; peer reviews; preferred medical provider network or similar organization expenses; medical fee review panel expense; pharmacy benefit management expense; drug testing expense; indexing fees; expense and fees related to Medicare set aside agreements; vocational rehabilitation or return to work expense; telephonic and field medical case management expense; fees and expense for reproduction of medical and/or hospital records; fees for police reports, birth certificates, death certificates, OSHA reports and other similar regulatory authority reports; copying fees assessed by a vendor other than TPA; translation services; legal bill audit expenses; other costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Customer; and other expenses that are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services that are required to be performed by statute or regulation. Unless expressly stated as a separate fee or otherwise included within CorVel's service fees, each of the above ALAE items is subject to reimbursement at the rate charged.

- (d) CorVel shall provide Customer with payment services through check writing services in accordance with specifications mutually agreed by Customer and CorVel (the "Check Writing Services"), which forms a part of CorVel's Workers' Compensation Claims Management Services.
  - (i) The checks referred to in Section III(d) will be drawn on CorVel's account at Wells Fargo Bank, Portland, Oregon or CorVel's account at such other bank as the parties of this Agreement may mutually accept, as evidenced by a letter or written document signed by both parties (hereafter, the "Bank"), with Customer identified on each check as the insurer or any insurance carrier as such may be required. Check Writing Services shall also include IRS form 1099 filing and associated follow-up, bank reconciliation, and bank fees specifically related to

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such processing if Customer is using the Bank. Otherwise, such services will be subject to an additional fee.

- (e) CorVel agrees to provide the following additional services as part of CorVel's Workers' Compensation Claims Management Services to Customer relating to the processing and payment of claims:
  - (i) to receive claims and process payment of benefits in accordance with applicable state(s) program guidelines required for the payment of workers' compensation claims;
  - (ii) to correspond with the claimants, providers of services and vendors if additional information is deemed necessary to complete the processing of claims;
  - (iii) to determine the amount of benefits payable;
  - (iv) to provide notice to claimants as to the reason(s) for denial of benefits (when such are denied) and to provide for the review of such denied claims;
  - (v) to receive and process for payment claims for benefits incurred prior to the Effective Date in consideration for the separate fees established in Exhibit B; and
  - (vi) at Customer's request, to provide specified additional services for such fees as the parties mutually agree;
- (f) Subject to applicable law, all claims files, data, systems and records and associated documents and notices regarding the administration of claims and provision of services pursuant to this Agreement and the payment of claims and allocated loss adjustment expenses, may be audited, examined, and copied by Customer, its representatives, excess carriers, reinsurers or any state insurance department or other regulatory body that so requires, at Customer's expense, at any time or times during CorVel's normal business hours and with not less than thirty (30) days advance notice; and notwithstanding anything to the contrary contained in this Agreement.
- (g) CorVel is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Customer, nor shall CorVel and Customer be deemed partners, joint venturers or governed by any legal relationship other than that of independent contractor as set forth herein. CorVel does not assume any responsibility for the adequacy of the funding of benefits or any act or omission or breach of duty by Customer.
- (h) CorVel is not in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under Customer's workers' compensation program.
- (i) CorVel may rely on instructions received from such person or persons as Customer may from time to time designate in writing, provided that no such instruction may vary the terms of this Agreement.
- (j) Unless otherwise directed by Customer or precluded by law, CorVel shall seek subrogation recoveries on behalf of Customer and shall provide Customer with any recoveries obtained, minus the attorneys' fees and costs incurred in obtaining such recoveries. Customer represents and warrants that its workers' compensation program provides for rights of subrogation. Customer hereby delegates and/or assigns these subrogation rights and third party recovery rights to CorVel as its agent for purposes of subrogation only. Customer shall assist CorVel in its subrogation efforts by providing requested information and documentation. CorVel may engage the services of a

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subrogation management firm to assist with the identification and management of subrogation cases. The fees charged by the subrogation management firm will be deducted from any recovery. In those cases where the subrogation recovery efforts of the claimant's attorney should be compensated, Customer hereby delegates to CorVel full authority to act on behalf of the Customer to negotiate reasonable attorneys' fees. In those instances where Customer's subrogation lien, in the opinion of CorVel, should be compromised or abandoned, Customer hereby delegates to CorVel full authority to act on behalf of Customer to compromise or abandon the lien. Any determination by CorVel with respect to subrogation liens shall be final and conclusive, unless overturned by order of a limited arbitrary and capricious standard of review.

- (k) CorVel shall consult and cooperate with Customer with respect to any loss or claim resulting in a lawsuit being instituted against Customer. Nothing in this Schedule shall be construed in any way as a waiver by CorVel of any attorney/client, work product or other applicable privilege with respect to any materials or documents prepared by CorVel or its counsel in anticipation of litigation.
- (l) CorVel shall assist, cooperate and participate with Customer, carriers and reinsurers in connection with claim reviews and audits and catastrophic injury claim analysis and excess claim related reporting.

#### **IV. SERVICE CRITERIA, STANDARDS AND GUIDELINES**

- (a) Assignments: Customer will notify CorVel, either via the CareMC Application, telephone or facsimile, that Customer's employee has sustained a work related injury. All new lost time claims will be acknowledged and established by CorVel within the next business day following such notice. The acknowledgement will include the name and contact information of the assigned adjuster.
- (b) Contacts: As warranted, and always with regard to lost time, or anticipated lost time claim situations, initial contact with the injured employee will be made within the next business day following receipt of a new assignment claim. Contact with the health care provider and employer, if required will be made by the next business day.
- (c) Investigation: Completed and documented within 30 days from date of CorVel's receipt of the assignment.

#### **V. INVESTIGATIVE SERVICES**

- (a) CorVel shall provide investigative services ("Special Investigative Unit Services" or "SIU Services") via an outside panel through CorVel's third party vendor providing such SIU services a "Special Investigative Unit" or "SIU" to include, but not limited to:
  - (i) Receipt and examination of all reports of accidents, incidents, and claims cases which are or may be the subject of such liability claims;
  - (ii) Investigation of such accidents, incidents, claims or cases where examination warrants such investigation to include on-site investigation, photographs, statements of clients, claimants and witnesses, evaluation and determination of losses, and other such investigative services necessary to determine liability and losses, but not to include extraordinary investigative services as set forth in Section V(b)i below;

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- (iii) Timely and periodic reporting to the Customer of the in-progress investigation efforts and the results of the investigations, as well as offering recommendations to the Customer of extraordinary investigative services, if required;
  - (iv) All reporting must be made via CorVel's third party SIU vendor's proprietary portal ("Portal") for any SIU Services to ensure full compliance. Customer shall direct assignment outside of Portal for any services or activities all fines or penalties for such action are the sole responsibility of the Customer.
  - (v) All compliance processes for SIU with the carrier or applicable state is completed by CorVel's third party SIU vendor where required. If Customer directs an investigations assignment outside of CorVel's third party SIU vendor for any compliance services or activities, all fines or penalties resulting from such action shall be the sole responsibility of the Customer.
- (b) To the extent extraordinary investigative services are required, Customer agrees to pay the cost of all reasonable and supportable extraordinary investigative services such as, but not limited to, service performed by other adjusting and/or investigating companies, professional photographs, independent medical examinations, professional engineering services, laboratory services and legal services. CorVel shall order such extraordinary investigative services only with prior written authorization from the Customer. To the extent circumstances do not permit prior written authorization from the Customer, CorVel shall obtain verbal authorization from the Customer to proceed with the recommended extraordinary investigative services and CorVel shall promptly confirm in writing the verbal authorization provided by the Customer.
- (c) If Customer utilizes its own third party vendor or internally provides SIU services, Customer shall be fully responsible and liable for any losses, liabilities, penalties, fines or fees which arise as a result of such services being provided outside of CorVel. Customer shall indemnify, defend and hold harmless CorVel from and third party claims brought against CorVel and for any liabilities, penalties, fines or losses incurred by CorVel arising from or relating to Customer's use of its own third party vendor or internally provided SIU services.

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## SCHEDULE 1B

### Liability Claims Management Services Terms and Conditions

#### I. GENERAL SERVICES

- (a) Subject to the Customer's direction, CorVel shall supervise and administer the liability claims adjustment program for the Customer and shall act as the Customer's representative in connection with the investigation, adjustment, processing, supervision and resolution of liability claims by third parties against the Customer (the "Liability Claims Management Services").
- (b) As part of CorVel's Liability Claims Management Services, CorVel shall undertake periodic program and administrative reviews on at least a quarterly basis to Customer as to any CorVel recommendations for changes or improvements in the administration of the third party claims program.
- (c) CorVel shall invoice Customer a flat fee per claim as detailed in Exhibit B and/or separate suffix hereunder this Exhibit 1B. Such pricing is not occurrence based under the Services provided by CorVel.
- (d) CorVel shall manage the following types of claims:

- X **General Liability**
- X **Personal Injury**
- ☐ **Professional Liability**
- ☐ **Product Liability**
- X **Auto Liability**
- X **Auto Physical Damage**
- X **Other (Specify):**
  - Excess General and Auto Liability Claims
  - \_\_\_\_\_
  - \_\_\_\_\_

#### II. INVESTIGATIVE SERVICES

- (d) CorVel shall provide investigative services ("Special Investigative Unit Services" or "SIU Services") via an outside panel through CorVel's third party vendor providing such SIU services a "Special Investigative Unit" or "SIU" to include, but not limited to:
  - (j) Receipt and examination of all reports of accidents, incidents, and claims cases which are or may be the subject of such liability claims;
  - (vi) Investigation of such accidents, incidents, claims or cases where examination warrants such investigation to include on-site investigation, photographs, statements of clients, claimants and witnesses, evaluation and determination of losses, and other such investigative services necessary to determine liability and losses, but not to include extraordinary investigative services as set forth in Section V(b)i below;

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- (vii) Timely and periodic reporting to the Customer of the in-progress investigation efforts and the results of the investigations, as well as offering recommendations to the Customer of extraordinary investigative services, if required;
  - (viii) All reporting must be made via CorVel's third party SIU vendor's proprietary portal ("Portal") for any SIU Services to ensure full compliance. Customer shall direct assignment outside of Portal for any services or activities all fines or penalties for such action are the sole responsibility of the Customer.
  - (ix) All compliance processes for SIU with the carrier or applicable state is completed by CorVel's third party SIU vendor where required. If Customer directs an investigations assignment outside of CorVel's third party SIU vendor for any compliance services or activities, all fines or penalties resulting from such action shall be the sole responsibility of the Customer.
- (e) To the extent extraordinary investigative services are required, Customer agrees to pay the cost of all reasonable and supportable extraordinary investigative services such as, but not limited to, service performed by other adjusting and/or investigating companies, professional photographs, independent medical examinations, professional engineering services, laboratory services and legal services. CorVel shall order such extraordinary investigative services only with prior written authorization from the Customer. To the extent circumstances do not permit prior written authorization from the Customer, CorVel shall obtain verbal authorization from the Customer to proceed with the recommended extraordinary investigative services and CorVel shall promptly confirm in writing the verbal authorization provided by the Customer.
- (f) If Customer utilizes its own third party vendor or internally provides SIU services, Customer shall be fully responsible and liable for any losses, liabilities, penalties, fines or fees which arise as a result of such services being provided outside of CorVel. Customer shall indemnify, defend and hold harmless CorVel from and third party claims brought against CorVel and for any liabilities, penalties, fines or losses incurred by CorVel arising from or relating to Customer's use of its own third party vendor or internally provided SIU services.

### **III. CLAIMS ADJUSTMENT SERVICES**

- (a) CorVel shall provide reasonable and customary liability claims adjustment services.
- (b) CorVel shall create, maintain and keep current a claim file on each potential or actual claim reported to CorVel. The Customer will be entitled to access and review the claim files of CorVel.
- (c) If CorVel's investigation results in a determination that the Customer has sustained a liability loss, CorVel shall process any such claim or potential claim for settlement in accordance with the instructions and policies established by the Customer for settlement of such claims. CorVel shall document all processing efforts and timely report to the Customer on all such processing and settlement efforts.
- (d) Subject to the Customer's direction, CorVel shall serve as a liaison and be responsible for communications between insurance and excess carriers, if any, and the Customer on any matters affecting the adjustment of such claim or potential claim.

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- (e) CorVel shall obtain all necessary written release agreements on settlement of any claim or potential claim (other than those in litigation), and shall maintain fully-executed originals or copies in the claim file.
  - (i) Upon the Customer's request, CorVel shall provide the Customer with a copy of the executed release agreement(s);
- (f) Upon the Customer's request, CorVel shall seek to incorporate in standard release agreements such further provisions as the Customer may reasonably request by reason of the nature and specifics of the claim or potential claim being processed and settled.
- (g) Pursuant to CorVel's liability claims handling best practices, each adjuster will be assigned a reasonable and manageable number of claims files. Adjusters assigned to the Customer's account shall also be supervised to assure proper, competent, timely, and complete services for the Customer.
- (h) A single CorVel adjuster shall work, on average, on no more than one hundred fifty (150) claims for the Customer.

#### **IV. CLAIMS ADMINISTRATIVE SERVICES**

- (a) CorVel shall provide reasonable and customary administrative services as required and appropriate for first and third Party claims administration services on behalf of the Customer.
- (b) CorVel shall enter all new claims and tail claims into CorVel's CareMC Application and provide to the Customer a monthly status report for the term of this Agreement.
  - (i) The monthly status report shall be provided within thirty (30) calendar days of the close of each calendar month;
  - (ii) The monthly status report shall indicate the status of each reported claim assigned to CorVel, the details of each claim, the outstanding reserves for each claim, and the details of all claim payments during the month;
- (c) CorVel shall, upon written and reasonable request from the Customer, add additional reporting categories to the monthly status report.
- (d) CorVel shall periodically review and adjust reserves on all open claims.
- (e) CorVel will set up the appropriate trust account to process claim payments suggested in the client instructions.

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**SCHEDULE 2A**  
**Case Management Services**  
**Terms and Conditions**

**1. DESCRIPTION OF SERVICES**

- (a) Medical case management services are provided to optimize patient recovery and facilitate a safe transition back to work (collectively, the “Medical Case Management Services”). Medical case managers may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the claimant and the claimant’s family.
- (b) In certain states if requested by Customer, Medical Case Management Services may include vocational rehabilitation services.

**2. DELIVERY OF SERVICES**

- (a) CorVel shall provide Medical Case Management Services to Customer upon receipt by CorVel of specific requests from Customer and as mutually agreed through the special handling instructions.
- (b) Telephonic case management: Telephonic case management includes a four-point contact with each of the following (1) claimant, (2) employer, (3) claims adjuster and (4) health care provider. CorVel telephonic medical case manager personnel (“TCMs”) do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant’s treating health care provider, (ii) channel or direct claimant to a PPO network health care provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work if applicable, and (v) subsequently provide periodic assessments of treatment and return to work plans. TCMs may recommend additional services or coordinate claim closure, as appropriate..
- (c) Field case management: CorVel’s field case management (“FCM”) personnel perform field based case management services as directed by the employer and/or authorized third-party administrator which may include on-site contact with claimant, employer, and provider, as well as telephonic communication with the claims professional. FCM’s provide the TCM services set forth in Section (b) above.
- (d) Vocational case management: Vocational case management services may include the following: (i) coordinating return to work, (ii) providing job analysis, (iii) assisting with job placement, (iv) providing expert testimony, (v) assisting with job development, (vi) providing job analysis of essential and non-essential duties for employers under the Americans With Disabilities Act, (vii) providing vocational testimony, (viii) providing advice regarding job seeking skills, and (ix) providing transferable skills analysis.
- (e) Utilization review:
  - (i) CorVel’s utilization management program reviews proposed inpatient hospital admissions and ambulatory care to determine the appropriateness, frequency, length of stay, and setting for such proposed treatment. In addition, CorVel can monitor and assess the appropriate utilization of treatment for all orthopedic and soft tissue injuries requiring ambulatory diagnostics and treatment.
  - (ii) In California, certain medical diagnostics, treatments and durable medical equipment can be approved at the claims adjuster level. Utilizing the adjuster only approval letter allows the claim specialist to expedite medically necessary care, meet California Division of Workers’

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Compensation (DWC) regulations and Senate Bill 1160 that requires all treatment determinations are included in a database reportable to the DWC. This process is completed by CorVel's California utilization management departments.

- (iii) CorVel nurses identify options to the claims adjuster based on nationally accepted medical guidelines, including the American College of Occupational and Environmental Medicine (ACOEM) Official Disability Guidelines (ODG); MDGuidelines and other nationally accepted treatment practice guidelines, as well as any state mandated treatment guidelines.
- (iv) If applicable, medical necessity determinations are reviewed by a CorVel physician advisor. The physician advisor makes a final recommendation to the claims adjuster to approve or deny. If a final recommendation is made to deny treatment, the treating health care provider is notified in writing of the decision and the appeals process.
- (f) Critical Incident Stress Debriefing Services ("CISD") : CorVel shall provide its Critical Incident Stress Debriefing Services ("CISD") to Customer. CISD is a core component of critical incident stress management. CISD is group and/or individual onsite or virtual meetings with employees who have witnessed or been subjected to a traumatic incident at work. CISD allows for employee ventilation, reassurance, education, continued productivity and stability. The goal of CISD is to mitigate the impact of the critical incident, accelerate employee recovery and facilitate identification of individuals who may benefit from additional services. Indicators for CISD include but are not limited to violence (burglary, assault, rape), motor vehicle accident, amputations, electrical shock, crushing injuries, machine injuries, thermal or chemical burns, witnessed fatality, weather-related incidents. Group and/or individual meetings are led by a CorVel medical case manager certified in CISD.

### **3. PROFESSIONAL FEE**

CorVel's case management nurses and vocational rehabilitation counselors are required to be licensed in the jurisdictions they provide claimant care or counseling. CorVel's case managers may provide care in multiple jurisdictions. Such case managers are required to maintain multiple state licenses and corresponding continuing education credits to maintain these licenses if required by the applicable states. Additionally, CorVel's medical case managers are required to utilize up to date nationally recognized treatment guidelines, such as American College of Occupational and Environmental Medicine (ACOEM), Official Disability Guidelines (ODG) and the MDGuidelines. An additional professional fee as described in Exhibit B shall be invoiced to Customer as part of the Fees for the substantial costs associated with obtaining and maintaining the national guidelines for CorVel's case managers, and Customer agrees to pay such Fees. Such additional Fees allow CorVel to maintain the applicable licenses and certifications for CorVel's medical case managers as well as keeping appropriate treatment guidelines up to date.

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**SCHEDULE 2B**  
**Care Advocacy Services**  
**Terms and Conditions**

**1. DESCRIPTION OF SERVICES**

- (a) CorVel's care advocate nurse ("Care Advocate Nurse") services are provided following the work injury to monitor the claimant's injury recovery, up to 30 days following injury. The Care Advocate Nurses oversee clinical assessment of the injury severity, validate/secure medical information, act as care facilitators and set expectations for medical care and return to work, empower the injured worker to participate in their own care and recovery, and perform the additional responsibilities identified in this Schedule 2-A below (collectively, the "Care Advocate Services"). Care Advocate Nurses may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the claimant and the claimant's family.

**2. DELIVERY OF SERVICES**

- (b) CorVel shall provide Care Advocate Services to Customer upon receipt by CorVel of specific requests from Customer, however unless otherwise agreed to by the parties, those cases that meet the Care Advocate referral criteria as mutually agreed shall be automatically referred to the Care Advocate Services.
- (c) Care Advocate Service includes a four-point contact with (1) claimant, (2) health care provider and (3) employer and (4) claims professional . CorVel care advocates do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating health care provider, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, if applicable and (v) subsequently provide periodic assessments of treatment and return to work plans up to 30 days following the work injury. Care Advocate Nurses may recommend additional services or coordinate claim closure, as appropriate.
- (d) Care Advocate Nurses are responsible for completing detailed documentation within CareMC focusing on the claimant's medical condition, treatment plan and return to work status. Documentation includes but is not limited to primary injury diagnosis, comorbidities, treatment plan, medical goals, obstacles to recovery, work status and return to work.
- (e) Care Advocate Nurses facilitate the timely delivery of authorized medical care to optimize recovery.
- (f) Care Advocate Nurses empower the injured worker to participate in their own care and recovery.
- (g) Care Advocate Services nurses assess appropriate medical follow-up, work closely with the claim team and injured worker to identify potential barriers to recovery that may require further follow-up or additional services and complement medical action plans to optimize timely recovery and restoration of function.

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**SCHEDULE 3A**  
**Bill Audit, Review and Payment Services**  
**Terms and Conditions**

**1. DESCRIPTION OF SERVICES**

- (a) CorVel's proprietary bill review program enables an application of the appropriate Standard Fee Schedules or usual and customary values, includes PPO, Technical and Clinical Review, and CERiS, applied to provider bills.

**2. DEFINITIONS**

**Bill (per Bill):** Each transaction of a bill is considered a separate per bill count. CorVel is able to logically link transactions across logical sequences, but each is its own bill transaction.

**Bill Review Cap:** The bill review cap represents the maximum amount of medical bill review fees that will be charged for the evaluation of a single medical bill. The fees include the cumulative bill review fees charged and collected by CorVel for all transactions of the same initial medical bill. All taxes plus ancillary or third party fees are excluded from the calculation of the cap.

**Clean/Prepared Bill:** When the provider charges are deemed to be an accurate reflection of the services rendered based on the provider's documentation. Network Solutions savings such as Clinical Review and Technical Evaluation and other review types can be applied first to the bill for the bill to qualify for the Prepared Bill status. Once at the prepared bill state Standard Fee Schedule savings can be applied.

**Clinical Review:** An additional level of review performed by nurses, system, or coding experts to evaluate appropriateness, relatedness of submitted charges with provided documentation.

**Implant Analysis:** Review of implant charges submitted to a proprietary pricing database and documentation. Implant Analysis results are included as part of Clinical Review.

**Line Item Bill Review (LIBR):**

Out of Network Line Item Bill Review:

- Original charge data
- U&C review by zip code
- Fee re-bundling and error removal
- Separation of charges by diagnosis/procedure
- Facility to facility cost comparison
- Individual facility chargemaster analysis and price trending

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**Fair and Reasonable - Universal Chargemaster:** The Universal Chargemaster is a compilation of individual hospital line item descriptions from over 85% of the nation's hospitals. It is a virtual thesaurus of hospital billing terms, codes and abbreviations. Specific, unique line item descriptions are defined by the Universal Chargemaster and appropriately compared to the same service or supply for other hospitals in the same geographical area.

**Minimum Transaction Fee (MTF):** For each bill transaction if the fees on a bill transaction instance do not meet the minimum transaction fee amount, the difference between the fees and the min transaction fee will be automatically added to the fees.

**Negotiations:** A one time or ongoing agreement with the provider to accept a specific payment amount.

**PPO Network Access:** A preferred provider organization (PPO) is a medical care arrangement in which medical professionals and facilities provide services at a negotiated/contracted rate. PPO medical and healthcare providers are called preferred providers.

**Provider Sendback:** Sendbacks occurring when a bill instance does not have enough supporting information from the provider to be a Prepared Bill. The bill is sent back to the provider requesting further information.

**Standard Fee Schedule:** Savings defined as the amount reduced from the Prepared Bill status to the jurisdictional state fee schedule amounts when those amounts are expressly assigned a specific value, not through reference methodologies developed by a third party or federal agency.

**Substantive Denials:** Sendbacks occur when a bill instance does not have enough supporting information from the provider to be a Prepared Bill. The bill is sent back to the provider requesting further information. If the provider does not provide the necessary supporting information after 90 days of the sendback status all bill savings will be considered Substantive Denial Savings and charged accordingly through an automatic bill instance. If the bill is later submitted through another bill instance with further information from the provider, another review will occur which may reverse all or part of the Substantive Denial savings and fees.

**Technical Evaluation:** Applicable to bills when reimbursement is not fully addressed in the jurisdictional fee schedule. State regulations may require payment to be made in accordance with payment methodologies developed by a third party (typically the Centers for Medicare and Medicaid Services (CMS)), often with exceptions or special exemptions added by the state.

**UCR:** "UCR" is defined as :

- Usual – A charge is considered "Usual" if it is the fee that most providers in the area charge for the same service.
- Customary – A charge is considered "Customary" if it is within the range of fees that most providers who practice in the area charge.

- Reasonable – A charge is considered “Reasonable” if it is both usual and customary or if it is justified by the Payor because of complexity. Payor, CorVel or its designees use a nationally recognized third party database for UCR charges.

In determining UCR prevailing rates, Payors, CorVel or their designees use either (a) CorVel’s Enhanced Bill Review database or other nationally recognized databases to provide benchmarks for hospital charges in a hospital Health Care Provider’s geographic area and (b) databases provided by FAIR Health, Inc. or other nationally recognized databases to provide benchmarks for charges by non-hospital Health Care Providers in the applicable geographic area. The UCR prevailing rate is the 80th percentile of the relevant database benchmark for the fees and charges in Provider’s geographic area.

## **2. DELIVERY OF SERVICES**

### **(a) Customer’s Obligations**

- (i) During the term of this Agreement, unless agreed to otherwise by the parties in writing, Customer shall utilize CorVel exclusively for audit, review and repricing services for Bills related to workers’ compensation, auto liability and general liability claims. A breach of the foregoing obligation shall constitute a material breach under this Agreement. Without limiting any other remedies available under law, a breach of the foregoing obligation with respect to PPO (as defined in Schedule 7) Provider Bills will result in immediate termination of all PPO discounts provided by CorVel.

### **(b) CorVel’s Obligations**

- (i) CorVel shall provide Bill Review Services described herein to Customer upon receipt of specific requests from Customer. In the absence of instructions from Customer to the contrary, which CorVel must approve, Bill Review Services shall be performed as described herein.
- (ii) Bill Review Services shall be completed within a reasonable period of time of CorVel’s receipt by CorVel of all necessary billing information from Customer (“Complete Billing Information”).
- (iii) To facilitate timely processing CorVel shall process (A) each Provider Bill within a reasonable period of time and within industry standards after CorVel’s receipt thereof, and (B) batches of Provider Bills on a daily basis or as volume dictates.
- (iv) CorVel shall process PPO Provider reimbursements on behalf of Customer industry standards from receipt of the corresponding Bill Review Audit analysis from CorVel.
- (v) CorVel will be responsible for monitoring, “flagging” and returning to Customer duplicate copies of a Bill (“Duplicates”).
- (vi) Any conflicts or complaints from medical providers (“Complaints”) concerning Bill Review Services completed by CorVel initially will be handled directly by CorVel. CorVel will provide an initial response to a Complaint and will send a written response to the complainant that summarizes the nature of the Complaint and the steps CorVel has taken to resolve it. Customer may be asked to interject itself into a Complaint between CorVel and a medical provider to resolve the Complaint in a manner acceptable to Customer and as needed by CorVel. Notwithstanding the foregoing, Customer shall retain full responsibility for payment of all benefits and any other expenses or services required to be paid or provided under applicable policies or state and federal workers’ compensation laws.

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- (vii) CorVel agrees to supply Customer in the CorVel's standard format a transmission reflecting the results of the Bill Review Services provided hereunder.
- (c) Savings for the Fee schedule or usual and customary service shall be:
  - (i) for states having a Standard Fee Schedule: (A) the medical provider's original bill amount; less (B) the billed amount resulting from the allowance based on specified conversion factor(s) multiplied by referenced value(s).
  - (ii) for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from UCR.
- (d) Scanning Services
  - (i) CorVel will provide Scanning Services and, when appropriate, Optical Character Recognition ("OCR") Services. CorVel will timely and within industry standards, scan all bills and attached medical notes delivered to CorVel necessary for providing Bill Review services. Subject to applicable law and obtaining any required authorizations, CorVel also shall provide Scanning Services for additional claim-related documentation.
  - (ii) All material scanned by CorVel hereunder shall be accessible to Customer through CareMC.

## **SCHEDULE 3B**

### **Clinical and Technical Assessment Services Terms and Conditions**

#### **1. DESCRIPTION OF SERVICES**

- (a) Clinical Review and Technical Evaluation Services ("Review Services"). CorVel provides Review Services to evaluate state specific complex rules and verify coding by health care providers when appropriate and supported by documentation. Review Services can include clinical review to validate coding is correct for all applicable health care provider bills, bills, and all hospital bills (inpatient and outpatient) including:
  - (i) review and analysis of codes, charges, and billing structure for incorrect coding, incorrect billing, bundling, and up-coding of procedures which affect Standard Fee Schedule values;
  - (ii) review of Bills, records, and documentation by a nurse and/or by a coder;
  - (iii) separation of charges not related to the compensable injury;
  - (iv) review and apply complex state specific rules;
  - (v) application of utilization review determinations and clinical edits;
  - (vi) diagnostic related group validation (i.e., verification that the diagnostic related group billed is appropriate for the services rendered); and
  - (vii) cost shifting of revenue and CPT codes.

#### **2. DELIVERY OF SERVICES**

- (a) CorVel will timely and within industry standards, complete Review Services and return the reviewed Bills to Customer, with any adjustments to identified overcharges.
- (b) Savings for the Review Services shall be calculated as follows:

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- (i) for states having a state mandated Standard Fee Schedule: (A) the Bill amount in the Standard Fee Schedule; less (B) the Bill amount resulting from the Clinical Review services.
- (ii) for states not having a state mandated Standard Fee Schedule: (A) the health care provider's original Bill amount; less (B) the Bill amount resulting from the Clinical Review services.
- (iii) for states having a state mandated Standard Fee Schedule (A) the medical provider's original Bill amount; less (B) the Bill amount resulting from Technical Evaluation services.
- (iv) for states not having a state mandated Standard Fee Schedule: (A) the medical provider's original Bill amount; less (B) the Bill amount resulting from the Technical Evaluation services.
- (v) Customer Responsibilities. Customer shall pay bills reviewed by CorVel in a timely manner in accordance with all state guidelines, and agrees to waive any bill audit and/or other retrospective reviews regarding all bills for which CorVel has secured a reduction from the original billed charges.
- (vi) If a health care provider submits an appeal, the Bill will be reviewed again and, if any adjustment is necessary, CorVel will provide that information on the explanation of review ("EOR").

## **SCHEDULE 3C**

### **CERIS**

#### **(Hospital Bill Itemization Review Services; Negotiation Services; Implant Cost Review Service) Terms and Conditions**

#### **1. DESCRIPTION OF SERVICES**

- (a) Line Itemization Review Services. CorVel's Enhanced Bill Review Services division CERiS, Inc., an affiliate of CorVel, performs the services to audit and validate facility, ambulatory surgical centers, and other high dollar Bills ) to ensure that the charges are accurate and appropriate (" Bill Itemization Review Services"), including: (i) procurement of actual bill itemization, (ii) a line-by-line validation and comparison of the itemization description charges actually billed by a particular healthcare provider to what CMS billing guidelines allow to be separately billed to identify and remove inappropriate charges, and then a comparison of the audited and validated itemization description charges to the average itemization description charges utilized by other healthcare providers within a pre-designated geographic area, and (iii) a review of charges that fall outside of any pre-contracted discounts or fee schedules. Once the Itemization Review Services have been completed, CorVel will generate payment recommendations for such bills in accordance with the Customer's "Payors Allowable" language. The Bill Itemization Review Services do not include negotiation services or Implant Cost Review Services.
- (b) Negotiation Services. Bill Itemization Review Services further includes negotiation services after they have been audited and validated via the Bill Itemization Review Services, as mutually agreed between CorVel and Customer ("Negotiation Services"), including: CERIS will (i) contact the provider and negotiate to seek the provider's agreement to the negotiated rates, (ii) use its commercially reasonable efforts to enter into an agreement regarding negotiated rates in accordance with a mutually agreed upon schedule maintain, and (iii) maintain signed agreements regarding such rates. .

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- (c) Implant Cost Review Service. CERiS will perform the following review services with respect the applicability of the Customer's "Payors Allowable" plan or policy language that specifically addresses implant payments and costs ("Implant Cost Review Services");, including. (i) identify and provide the manufacturers implant cost through its proprietary repository of national implant invoice data. CorVel then determines the recommended payment in accordance with the Customer's "Payors Allowable. In the event there is insufficient implant invoice data for the requested implant, CorVel will notify the Customer and CorVel shall not be responsible for any costs, fees, damages or penalties for any such inability of CorVel to produce a cost savings per Customer's request.
- (d) The services identified in this Schedule 3(C), 1a, 1b, and 1c shall be referred to as "CERIS Services" herein.

## **2. DELIVERY OF SERVICES**

- (a) When applicable CorVel will timely within industry standards, complete CERiS Services and return the reviewed Bills to Customer, together with a written summary of any recommendation for adjustments to identified overcharges.
- (b) Savings for the CERiS Services shall be calculated as follows:
  - (i) for states having a state mandated Standard Fee Schedule: (A) the bill amount in the Standard Fee Schedule; less (B) the bill amount resulting from CERiS Services.
  - (ii) for states not having a state mandated Standard Fee Schedule: (A) the health care provider's original bill amount; less (B) the bill amount resulting from the CERiS Services.
- (c) Customer Responsibilities
  - (i) Customer shall pay bills reviewed by CorVel via the CERiS Services in a timely manner in accordance with all state guidelines, and agrees to waive any bill audit and/or other retrospective reviews regarding all bills for which CorVel has secured a reduction from the original billed charges.
  - (ii) Customer will identify all bills that are not eligible for CERIS Services due to: (A) compensability; (B) a pre-negotiated rate with Customer or other previously established discount; (C) services that are "review only" due to litigation or other non-payment issues; and (D) duplicate bills.
- (d) If a health care provider questions the adjustment and/or balance bills the claimant, and the claim payor notifies CorVel of such communication, CorVel will provide documentation of its findings. If the health care provider provides corrective or qualifying information sufficient to alter CorVel's original adjustments, CorVel will revise its report, advise the claim payor of the new, corrected adjustment. Only in the event of a successful appeal of the reduction of the bill by the health care provider shall Customer be entitled to receive a reimbursement for the portion of the fee previously charged for the amount of the adjustment successfully appealed.

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## **SCHEDULE 4A**

### **Preferred Provider Network Access Services (PPO)**

#### **Terms and Conditions**

##### **1. DESCRIPTION OF SERVICES**

- (a) CorVel's preferred provider organization is a network of hospitals, physicians and other providers ("Participating Providers") that offer services at pre-negotiated health care provider rates ("PPO Network").

##### **2. DELIVERY OF SERVICES**

- (a) CorVel will provide Customer with access to its PPO Network provided it is the exclusive preferred provider organization utilized by Customer. CorVel may at any time and in its sole discretion add and/or terminate any provider to or from the PPO Network.
- (b) CorVel will provide Customer with a web-based directory of its PPO Network providers.
- (c) Customer agrees that, during the Term of this Agreement Customer will not contract directly or indirectly with Participating Providers made known to Customer under this Agreement.
- (d) Customer will make reasonable effort to channel all claimants to the Participating Providers as are allowed under the laws of that service area or state.

## **SCHEDULE 5**

### **CAREIQ Services**

#### **Terms and Conditions**

##### **1. DESCRIPTION OF SERVICES**

CareIQ is CorVel nationwide ancillary benefit management program (the "CareIQ Services"). CareIQ's network is comprised of direct provider contracts, affiliate networks and national vendor agreements. CareIQ is responsible to pay rendering providers timely for covered and approved services performed.

The CareIQ Services includes; referral management and coordination, billing and invoicing, credentialed provider network management, and/or clinical oversight of treatment. Additional services include: durable medical equipment, home healthcare, transportation, interpretation, imaging and diagnostics, independent medical examinations, age of injury determinations, physical therapy, occupational therapy, and other rehabilitation and ancillary healthcare services.

##### **2. PAYMENT FOR CAREIQ SERVICES**

CorVel shall invoice and bill the CareIQ Services directly to the specific claims file.

Notwithstanding anything else in this Agreement, including Exhibit B, CorVel reserves the right to increase and amend the CareIQ-related Fees set forth herein by notifying Customer in accordance with Section 12(A) of this Agreement's General Terms and Conditions. Customer shall, if such amendment is unacceptable, have thirty (30) calendar days from the date provided by CorVel to reject such amendment to CareIQ-related Fees by delivery of written notice of rejection to CorVel. If CorVel does not receive

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Customer's notice of rejection within such thirty (30) calendar day period, the amendment to the CareIQ-related Fees shall be deemed accepted by Customer and this Agreement shall continue in full force and effect, as so amended. If CorVel receives Customer's timely notice of rejection, then the amendment to CareIQ-related Fees shall be effective upon the beginning of the next Renewal Term.

## **SCHEDULE 6**

### **Pharmacy Benefit Program Terms and Conditions**

#### **1. DESCRIPTION OF SERVICES.**

- (a) CorVel shall be the exclusive provider of pharmacy program services ("Pharmacy Services") to Customer, inclusive of CorVel's PBM program and CorVel's network of Participating Pharmacy Providers.

#### **2. DEFINITIONS.**

- (a) "**Acquisition Price**" shall mean CorVel's cost of the Covered Drug plus a processing and management fee.
- (b) "**AWP**" shall mean the average wholesale price for a Brand Drug or Generic Drug product. CorVel bases Customer pricing off of the reported AWP value from Medi-Span and the date of Pharmacy Services.
- (c) "**AWP Discount**" shall mean the PBM discounts CorVel applies, per Customer's negotiated rates, to the covered Brand and Generic Drug products, Compound Drugs and Specialty Medications.
- (d) "**Brand Drug**" shall mean a Covered Drug defined as a brand name drug in PBM proprietary ("**GCC**") logic.
- (e) "**Compound Drugs**" shall be systematically identified when processing through the PBM via the Formulary. Drug compounding is often regarded as the process of combining, mixing, or altering ingredients to create a medication tailored to the needs of an individual patient. Compounding includes the combining of two or more drugs. Compounded Drugs are not FDA-approved.
- (f) "**Concurrent Drug Utilization Review**" or "**Concurrent DUR**" shall mean the algorithm systematically applied at a Participating Pharmacy Provider before dispensing that considers the Presenting Drug's safety and efficacy in context with other drugs that have been dispensed. In addition, the algorithm includes applicable protocols and guidelines based on the Presenting Drug and specific claim history, such as the time period from the last fill of the same Drug.
- (g) "**First Fill**" shall mean a prescription filled by a Participating Pharmacy Provider for a limited supply of Covered Drugs for a claim that is not, at the time, eligible. First Fill transactions follow CorVel's First Fill Formulary.. The First Fill Formulary is for the immediate treatment of injuries, including common exposure drugs/vaccines. The pharmacy is instructed to fill any formulary prescription written by the treating physician, whether or not the claim is accepted as a workers' compensation claim. Most claims are ultimately accepted.

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- (h) **“Formulary”** shall mean CorVel’s workers’ compensation standard or state specific drug/drug class and brand/generic specific triggers systematically applied at a Participating Pharmacy Provider before dispensing a Presenting Drug that prompts the pharmacy through its adjudication system to either: dispense the Presenting Drug, convert from brand to generic, or attain approval to dispense.
- (i) **“Generic Drug”** shall mean a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that (i) is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient; and (ii) defined as a generic drug in PBM proprietary GCC logic. In the adjudication process, CorVel applies Customer’s negotiated Generic Drug discount rate to the AWP value of Covered Generic Drugs.
- (j) **“GCC”** shall mean PBM proprietary Generic Code Conversion logic. GCC logic converts Medi-Span codes to the brand and generic codes used for claims adjudication.
- (k) **“Good Samaritan (Emergency) Fill”** shall mean a limited supply of Covered Drugs that are outside of the Formulary and typically dispensed outside of normal business hours (overnight, weekends or holidays) by a Participating Pharmacy Provider without Customer’s or CorVel’s approval in order to meet, in the pharmacist’s professional judgment, an immediate or urgent need. Customer is responsible for payment of drug charges processed through Good Samaritan Fills; CorVel assumes no liability.
- (l) **“Mail Order Program”** or **“Home Deliver Program”** shall mean the managed program from which Covered Drugs are dispensed and billed through CorVel’s PBM. A pharmacy’s status as a mail order pharmacy does not indicate participation in the CorVel PBM Mail Order Program. Mail Order participation is limited to designated pharmacies operating within the strict parameters of CorVel’s Mail Order Program.
- (m) **“Multi Source Brand”** shall mean a Covered Drug specified as a brand name drug available from more than one manufacturer as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may be selected by CorVel). Multi Source Brand Drugs are eligible for conversions to Generic Drugs at the Participating Pharmacy Provider.
- (n) **“Multi Source Generic”** shall mean a Covered Drug specified as a multi source generic as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may be selected by CorVel). Generic Drugs in their six month exclusivity period or limited supply drugs may be excluded from Multi Source Generic Drugs.
- (o) **“Participating Pharmacy Provider”** shall mean a pharmacy provider identified within CorVel’s PBM that is obligated to (i) accept a CorVel contracted rate, and (ii) apply mandated processes and CorVel’s Formulary and Concurrent Drug Utilization Review program at point-of-service before dispensing prescribed medications.
- (p) **“PBM”** shall mean pharmacy benefits manager. CorVel performs as the PBM on behalf of its Customers.

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- (q) **“Presenting Drug”** shall mean the drug ordered by the prescriber and presented on a signed prescription to a Participating Pharmacy Provider and processed through CorVel’s PBM.
- (r) **“Rate Application Exceptions”** per Billing and Payments of Pharmacy Program (below) applies when either state fee schedule values or AWP Discount rates are lower than CorVel’s Acquisition Price.
- (s) **“Single Source Brand”** shall mean a Covered Drug specified as a brand name drug available from only one manufacturer as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may be selected by CorVel). Single Source Brand Drugs are not eligible for conversions to Generic Drugs.
- (t) **“Single Source Generic”** shall mean a Covered Drug as determined by CorVel that may not have been purchased by pharmacies at standard Multi Source Generic Drug rates because of limited manufacturers, limited supply or exclusivity rights. In the adjudication process, Customer’s Brand Drug AWP Discount value may be applied to Single Source Generic Drugs.
- (u) **“Specialty Medications”** shall mean certain pharmaceuticals, biotech or biological drugs, that are Covered Drugs used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling. In the adjudication process, Customer’s claims professional’s approval is required, and Customer’s Brand Drug AWP Discount value and dispensing fee may be applied irrespective of the Presenting Drug’s GCC status.

### 3. DELIVERY OF SERVICES.

- (a) CorVel shall provide its PBM program and network for the benefit of Customer.
- (b) **Eligibility, First Fill, Pharmacy Identification (ID) Cards, and Mail Order/Home Delivery.**
  - i. Pharmacy ID cards contain the necessary data elements to enable a Participating Pharmacy Provider to electronically process through and transmit claim data to CorVel’s PBM. This electronic transmission occurs at the point of sale and is required for application of Formulary, Concurrent Drug Utilization Review and contractual pricing.
  - ii. Customer agrees to promptly provide CorVel all information needed to produce and distribute Pharmacy ID to claimants. Subject to applicable law, Customer will instruct claimants to use the pharmacy ID cards at Participating Pharmacy Provider in order to facilitate the CorVel’s PBM program.
  - iii. Distribution of pharmacy ID cards does not guarantee that pharmacy ID cards will be appropriately utilized by claimants or Participating Pharmacy Providers. Therefore, Customer understands that claims assigned by Participating Pharmacy Providers to third party billers or paper bills submitted by Participating Pharmacy Providers are not adjudicated through the prospective PBM.

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- iv. CorVel agrees to produce and distribute pharmacy ID cards to claimants upon receipt of all necessary claimant information from Customer. CorVel will also send an introduction letter to the claimant along with the pharmacy ID card.
- (c) CorVel will provide access for claimants to the Mail Order Program. CorVel will work with Customer to establish the parameters of the Mail Order Program and the process which will be utilized to encourage claimant use of the Mail Order Program.
- (d) CorVel's PBM will present a proprietary or state mandated Formulary to Customer. Upon presentation of identification to a Participating Pharmacy Provider, the Formulary will trigger the Participating Pharmacy Provider's adjudication system to either:
  - i. Automatically dispense certain medications, or
  - ii. Obtain Prior Authorization (PA) approval from claims adjustor dispense,
- (e) CorVel's PBM will implement a Concurrent DUR program on behalf of Customer. Concurrent DUR includes a review of the drug history at the time the prescription is presented. Absent Customer's directions, Concurrent DUR shall be performed in accordance with CorVel's standard PBM service model.

#### **4. BILLING AND PAYMENTS OF PHARMACY PROGRAM.**

##### **(i) Financial obligations of parties.**

- (a) Customer shall be financially responsible for all drug charges incurred by claimants for dispensed medications processed under CorVel's PBM. Customer shall timely pay CorVel's invoice. Invoices will reasonably detail the computation of the charges and fees owed.
- (b) Subject to sub-Section IV(a)(iii), Customer Claims Professional determines, within thirty (30) calendar days of Customer's receipt of CorVel's PBM invoice, that specific Formulary and non-Formulary drugs should not have been dispensed, Customer Claims Professional should inform CorVel as soon as possible. CorVel will then request a reversal from the Participating Pharmacy Provider. If granted, CorVel will reverse the drug charges, however, if the Participating Pharmacy Provider does not grant CorVel's request, Customer is responsible for payment of the drug charges.
- (c) Customer's Claims Professional may timely dispute charges by notifying CorVel for any of the following reasons:
  - A. CorVel's PBM and/or the Participating Pharmacy Provider's violation of Formulary or the utilization review parameters set forth in Customer's Concurrent DUR program, or in the claimant level Formulary; or
  - B. Duplicate or inadvertent entries or other clerical mistakes on a PBM invoice.

##### **(ii) Invoicing and Payment.**

- (a) On a per Covered Drug basis CorVel will apply daily for all drug charges and fees related to the PBM directly to the claim file.
- (b) CorVel shall invoice and bill directly all prescription fees to the specific claims file.

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- (c) CorVel uses Medi-Span as our AWP data source. CorVel's Medi-Span database is updated daily and AWP values are applied on the date of dispense.
- (d) In all states with the exception of California,
- (e) In all states except Massachusetts, Customer will be billed the lesser of the state fee schedule value or the AWP Discount rate. Rate Application Exceptions will apply when state fee schedule value or AWP discount rate is lower than the CorVel Acquisition Cost. In Massachusetts Customer will be billed at the state fee schedule value.
- (f) Both parties understand that pricing indices historically used (including under this Agreement) for determining the financial components of pharmacy billing rates are outside the control of CorVel and Customer. The parties also understand there are extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions and expectations of both parties as intended under this Agreement.
- (g) Both parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been and is to maintain pricing neutrality as intended and not to benefit one party to the detriment of the other. Accordingly, to preserve this mutual intent, if pricing neutrality does change and CorVel undertakes any or all of the following:
  - A. Changes the AWP source, or other source if AWP is not applicable, across its book of business (e.g., from Medi-Span to First Databank); or
  - B. Maintains AWP, or other source if AWP is not applicable, as the pricing index with an appropriate adjustment in the event the AWP, or other, methodology and/or its calculation is changed, whether by the existing or alternative sources; or
  - C. Transitions the pricing index from AWP, or other source if AWP is not applicable, to another index or benchmark (e.g., to Wholesale Acquisition Cost);

Customer's negotiated PBM pricing will be modified as reasonably and equitably necessary to maintain the pricing intent under this Agreement.

## **SCHEDULE 7**

### **Peer Review/Medical Records Review Program Terms and Conditions**

#### **1. DESCRIPTION OF SERVICES.**

- (a) CorVel shall provide access, and deliver the services described in this Schedule 7 in connection with such access, to a panel of medical professionals who have been credentialed by CorVel as "Credentialed Providers" and who will perform Peer Review ("Peer Reviews") and Medical Record Reviews ("MRRs").
- (b) Peer Review/Medical Records Review is defined as the process of reviewing and commenting on the work, decisions and/or recommendations by one's equal (peer) to ensure that it meets specific

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criteria such as federal and state regulations, and nationally accepted standards of care in rendering medical services.

## **2. DELIVERY OF SERVICES.**

- (a) CorVel shall work only with Credentialed Providers under this Agreement. “Credentialed Providers” are medical professionals with respect to whom CorVel has performed its standard credentialing process. CorVel shall also verify that the medical professionals who are Credentialed Providers meet all applicable statutory and/or legal requirements regarding who can conduct a Peer Review or MRR.
- (b) Customer shall have the right to nominate medical professionals as candidates for addition to the panel of Credentialed Providers provided by CorVel for access by Customer (“Credentialed Panel”), subject to such medical professionals being credentialed by CorVel as Credentialed Providers.
- (c) Customer shall have the right, with written notice to CorVel, to request that CorVel cease using a specific Credentialed Provider from the Credentialed Panel for Customer’s claimants. Upon receipt of such notice from Customer, CorVel shall promptly cease using the specified medical professional as requested by Customer in such notice.
- (d) Customer may submit a request for a Peer Review or a MRR via phone, fax, or electronically via CorVel’s CareMC website, if applicable. CorVel shall ensure that the MRR is assigned to a provider within two (2) business days of receipt of request or in accordance with applicable State law.
- (e) CorVel will copy required medical records for the Peer Review or MRR as provided by the Customer’s file handler or legal office. CorVel will obtain additional medical records as requested. CorVel shall deliver to Customer completed Peer Review and MRR reports within 7 business days of assignment to the Credentialed Provider. Prior to such delivery to Customer, CorVel shall complete its quality review of such report.
- (f) CorVel shall provide Customer quarterly activity reports within twenty (20) business days following the applicable quarter.

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**SCHEDULE 8A**  
**Medicare Set-Aside Services**  
**Terms and Conditions**

**1. DESCRIPTION OF SERVICES**

CorVel's Medicare Set-Aside Services ("Medicare Set-Aside Services") consist of:

- (a) Medicare Set-Asides: CorVel provides an extensive review of medical records and medical bills, producing a comprehensive report and cost projection outlining future Medicare eligible costs in anticipation of settling out future medical care on a Customer's claimant. Costs are determined through CorVel's proprietary bill review system as well as utilization of the online Red Book™ access for medication costs. Red Book™ is the accepted authority by Centers for Medicare & Medicaid Services (CMS) for pricing on all medications.
- (b) Life Care Plans/Future Cost Projections: Life Care Plans/Future Cost Projections are a plan for optimal utilization of health care dollars that document objective view of the future health needs, services and related costs. It provides for comprehensive reports summarizing medical treatment and care and outlining life time needs for a Customer's employee or injured individual when they are catastrophically injured. Life Care Plans/Future Cost Projections are also used both for litigious settlements as well as projecting reserves setting.
- (c) Medicare Conditional Payment Resolution: CorVel shall secure Medicare Conditional Payment letters and dispute the Medicare Conditional Payments unrelated to the claim. CorVel communicates directly with the Medicare contractors, the CRC (Commercial Repayment Center) or BCRC (Benefits Coordination & Recovery Center) to resolve the Medicare Conditional Payment debt.

**2. DELIVERY OF MEDICARE SET ASIDES SERVICES**

- (a) Customer/Carrier shall provide the CorVel Medicare set-aside hub office with a copy of the first notice of injury, most recent two years of medical records and medical bills including indemnity payout, all operative reports, IMEs/AMEs as well as orders rendered by the workers' compensation judicial system. Appropriate releases for completion of request for service will be forwarded either to the Customer or, at the Customer's request, directly to counsel representing the claimant to obtain the claimant's signature.
- (b) Customer may submit a request for a Medicare Set-Aside via email, phone, fax, or electronically via CorVel's CareMC Online Services, if applicable.
- (c) A certified Medicare Consultant ("Consultant") will review the medical records and bill summary, prepare a detailed summary of the records and a projection for future medical expense which are Medicare eligible. If requested, the Consultant will also provide a projection of those costs which are not Medicare eligible in order to provide the customer with their total medical exposure.
- (d) The Consultant will return the completed Medicare Set-Aside report to the Customer within fifteen (15) business days of receiving all relevant medical records and related information. If a rated age is warranted, the Consultant will acquire same. If the Medicare status of injured party is unknown or unclear, a request for Medicare status will be submitted to the Social Security

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Administration. Once the Medicare status is known, the coordination of benefits contractor will be notified and conditional payments requested.

- (e) Upon Customer's request, CorVel's Medicare Set-Aside Hub office will submit through the web-portal all required documents to enable CMS to review and approve the proposal. Items submitted include the Medicare Set-Aside report, the tentative settlement amount, along with other required documentation, to CMS. Upon receipt, CorVel's Medicare Set-Aside Hub office will forward the CMS determination letter to the Customer. Final executed settlement documents (reflecting CMS recommended Medicare Set-Aside amount) will be provided to CorVel's Medicare Set-Aside Hub by the Customer/counsel and then forwarded by CorVel to CMS through the web-portal.
- (f) Upon request from Customer, CorVel shall provide Customer quarterly activity report within twenty (20) business days following the applicable quarter.

### **3. DELIVERY OF SERVICES OF LIFE CARE PLANS/FUTURE COST PROJECTIONS**

- (a) Customer shall provide all available medical records and billing to CorVel's Medicare Set-Aside Hub office as well as any other pertinent records for initial review.
- (b) For a life care plan, a visit to the residence of the Customer's employee or injured individual with interview of claimant and family will be conducted after permission is acquired by the Customer. The interview will include evaluation of the home setting, extensive information gathering, and pictures of the various equipment and housing structures.
- (c) Letters will be sent to all treating physicians to obtain their opinions on future medical treatments including medications and therapies for the claimant. The physician's opinions will be included as recommendations within the life care plan summaries.
- (d) Future cost projections are utilized to immediately set reserves for future medical needs regarding catastrophic or major injuries. Home visits are not conducted for a future cost projection.
- (e) Customer may submit a request for a life care plan or future cost projection via email, phone, fax, or electronically via CorVel's CareMC Online Services, if applicable.

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## **SCHEDULE 8B**

### **Medicare Agent Services – Managed Care Customer Liability Claims Terms and Conditions**

#### **I. DESCRIPTION OF OTHER SERVICES**

In order to assist Customer, as a Responsible Reporting Entity (“RRE”), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services (“CMS”) under the Medicare/Medicaid and S-CHIP Extension Act of 2007, Section 111 (the “Act”) regarding certain injured parties who are Medicare Beneficiaries, CorVel provides Medicare Agent services as described below subject to the provisions of the final regulations to be issued by CMS.

#### **II. DESCRIPTION OF MEDICARE AGENT SERVICES**

- (a) Upon designation as Customer’s Medicare Agent, CorVel shall provide Customer assistance with Customer’s registration as a Responsible Reporting Entity (“RRE”).
- (b) CorVel and Customer will establish a manual interface to facilitate the exchange of specific claims data required to be reported to CMS under the Act; thereafter, as Customer’s designated Medicare Agent, CorVel will initiate a test file interface with CMS within the statutory timeframes required by CMS under the Act.
- (c) Upon successful completion of the test file interface, CorVel will commence an ongoing monthly query process on behalf of Customer where CorVel will transmit through the CMS Query Tool certain basic claims data elements (claimant name, social security number, date of birth and gender) on the liability claims the Customer provides to CorVel via the manual interface, for CMS to determine if such claim data elements match a valid CMS record indicating Medicare eligibility. CorVel will report the results of such query on CareMC and in a Monthly Eligibility Query report for Customer to review. In the event the Medicare Reporting Queue determines any such liability claim is invalid due to an error or missing information, then Customer shall be responsible for reviewing, researching and correcting such claims data from the Monthly Eligibility Query report supplied by CorVel to the Customer, for resubmission by CorVel through the CMS Query Tool on the next monthly query process transmission; provided, however, if Customer so requests, CorVel will provide such research regarding Medicare eligibility at an additional hourly rate and such research shall include claimant’s name, social security number, date of birth, gender and any other required data field.
- (d) Once it is determined through the Medicare Reporting Queue that a liability claimant is Medicare eligible, the Customer will provide CorVel through the manual interface all data elements necessary to commence the transmission of mandatory quarterly electronic claims reporting of those liability claimants to the

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CMS Benefits Coordination & Recovery Center (BCRC) on Customer's behalf within the specific 7-day reporting period assigned to Customer by CMS. A copy of the initial report shall also be posted by CorVel on CareMC for Customer to review. The BCRC will confirm either acceptance of the Medicare eligible claims thus reported or return any files for which data is missing or incorrect. CorVel shall post on CareMC and provide Quarterly Claim Submission reports to the Customer with any error reports from the BCRC showing such files containing missing or incorrect data for Customer to research and correct by the manual interface to CorVel. Once corrected, CorVel will enter the data and resubmit such files to the BCRC during the next quarterly reporting file.

- (e) CorVel, as Customer's designated Medicare Agent, will continue to electronically transmit to the BCRC on a quarterly basis all new and updated liability claims provided by the Customer to CorVel through the manual interface, identified through the Medicare Reporting Queue and the Customer provided CorVel the necessary data to report the Customer's Medicare eligible claims.
- (f) CorVel, as Customer's designated Medicare Agent, will also electronically transmit to the BCRC any monetary settlement data received by the Customer to CorVel through the manual interface on Customer's Medicare eligible claims.
- (g) CorVel shall provide Customer quarterly activity reports within twenty (20) business days following the applicable quarter.

### **III. LIMITATION OF LIABILITY REGARDING MEDICARE AGENT SERVICES**

In order to assist Customer, as a Responsible Reporting Entity ("RRE"), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services ("CMS") under the Medicare/Medicaid and S-CHIP Extension Act of 2007, Section 111 (the "Act") regarding certain injured parties who are Medicare Beneficiaries, CorVel agrees to provide Medicare Agent services as described in Schedule 2 attached hereto subject to the provisions of the final regulations to be issued by CMS, including information relating to such claimant, and the establishment and maintenance of an electronic data interface with CMS's computer system to the extent required by law and within the time period required by CMS so as to avoid the incurrence of penalties and fines ("RRE Reporting Obligations").

- (a) In order for Customer to meet its RRE Reporting Obligations, Customer shall promptly review the results of the Medicare Reporting Queue, research any errors or missing data and resubmit such corrected or missing data promptly to CorVel within the applicable timeframes so that CorVel can timely report such corrected or missing data to CMS.
- (b) In the event that information supplied by Customer to CorVel is incorrect, incomplete or untimely delivered and prevents CorVel from completing a timely transmission to CMS, or leads to errors in transmissions to CMS, Customer shall be solely responsible for promptly resubmitting corrected data to CorVel, and CorVel will not be liable for any damages, fines, penalties or other amounts to the extent arising from

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such incorrect, incomplete or untimely delivered information. CorVel shall notify Customer via a posting on CareMC and the Quarterly Claim Submission report if CorVel receives notice from CMS that a transmission submitted by CorVel on behalf of Customer as an RRE contains incorrect, incomplete or untimely delivered information. The Customer shall correct errors necessary to complete successful transmission to CMS.

- (c) Customer shall release CorVel from any and all penalties or other fines imposed by CMS and its related governmental agencies, in the event information supplied by Customer to CorVel is incorrect, incomplete or untimely delivered and prevents CorVel from submitting a report to CMS or leads to errors in submissions to CMS.

## **SCHEDULE 9**

### **Clearinghouse Payer Agent Services Program**

#### **Terms and Conditions**

### **1. DESCRIPTION OF SERVICES**

- (a) Clearinghouse Payer Agent Services: CorVel shall act as Customer's agent under this Agreement for the purposes of providing clearinghouse payer agent services ("Clearinghouse Payer Agent Services"). CorVel's clearinghouse receives bills from health care providers in electronic form, verifies the data integrity of the information on the bills, and routes directly to CorVel's bill review system for completion of CorVel's Bill Review service. Explanation of Benefit (EOB) information will be transmitted to health care providers from CorVel in the ANSI 835 format. CorVel will send the ANSI 835 data to health care providers via its clearinghouse upon CorVel's completion and approval of all Explanation of Reviews (EORs) via CorVel's bill review service in compliance with the local governing state laws and regulations.
- (b) Compliance with applicable law: CorVel shall ensure that its Clearinghouse Payer Agent Services are provided in compliance with the applicable laws, statutes, rules and regulations of the state service shall be provided in. Customer agrees to timely provide to CorVel information and assistance requested by CorVel and reasonably required to ensure such compliance.

### **2. SETUP AND DELIVERY OF SERVICES**

Routing Directly to Bill Review: A test sample of Customer's bills will be pulled from the clearinghouse test system and imported to CorVel's bill review test system. Bill review results will be output to Customer through the existing format. Routing bills through CorVel's test bill review system may require three to four weeks. CorVel will make reasonable efforts to begin testing within five business days of the request for Clearinghouse Payer Agent Services.

### **3. PRICING STRUCTURE**

The cost of Clearinghouse Payer Agent Services is as follows:

- For customers for whom CorVel provides bill review services – No additional charge

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## **SCHEDULE 11**

### **Advocacy 24/7 Nurse Triage Services Terms and Conditions**

#### **1. DESCRIPTION AND DELIVERY OF SERVICES**

- (a) CorVel shall provide to Customer the following Services related to Nursing Coordination of Care Services:
- Answer calls received 24 hours a day/7 days per week on CorVel maintained Customer triage telephone line.
  - Instruct the caller/injured employee on first aid and or initial injury treatment.
  - Facilitate assessment at a designated outpatient clinic or emergency room as needed.
  - Follow up with the injured employee within twenty-four (24) hours of initial report to evaluate current condition for disposition of self-care.
  - Document all calls and communicate to appropriate parties.
- (b) A triage event shall encompass:
- CorVel's receipt of the initial call and intake of potential claim,
  - CorVel's gathering of necessary information and distribution of said information to the appropriate parties, and
  - One clinical follow-up to with the potential claimant in the first twenty-four (24) hours following the initial call for disposition of self-care.
- (c) Notwithstanding anything else in the Agreement, CorVel may utilize automated, machine-learning cloud-based technologies and platforms to perform the initial receipt and intake portion of the Triage Services. These technologies may be provided by third-party service providers engaged by CorVel for the specific purpose of assisting CorVel in providing the Triage Services to Customer.

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## **SCHEDULE 12**

### **Medication Review Services Terms and Conditions**

#### **1. DESCRIPTION OF SERVICES.**

- (a) CorVel shall use clinical modeling to identify those claimants at risk for delayed recovery and apply an interdisciplinary bio-psychosocial approach to their care (“Medication Review and Wellness Services”).
- (b) As part of the Medication Review and Wellness Services, CorVel offers a variety of interventions that are recommended depending on the severity and chronicity of the claim. They can be utilized separately or integrated in a more comprehensive management plan again depending on claim severity and claimant characteristics.

#### **2. DELIVERY OF SERVICES.**

- (a) Medication Review:
  - (i) CorVel’s contracted physician will evaluate the medical necessity of each currently used or prescribed medication.
  - (ii) CorVel’s contracted physician will recommend elimination of duplicative medications.
  - (iii) CorVel’s contracted physician will determine and recommend medications that may replace and be equally or more effective than one or a group of currently used/prescribed medications.
  - (iv) CorVel’s contracted physician will recommend medications that are pharmacologically similar to currently used or prescribed medications when available at a lower cost (same or similar class, less cost, generic when available).
  - (v) CorVel’s contracted physician will attempt Peer to Peer contact by calling the PTP.
  - (vi) CorVel’s contracted physician will provide the customer a written agreement from the prescribing physician (if agreement is reached) for alternate treatment plan.
  - (vii) On cases where agreement is not met between CorVel and the PTP a written report will be generated and sent to the Customer that includes a written summary of all activity that will include recommendations, rationales and potential savings identification made by CorVel’s contracted physician.
  - (viii) Allowances will be made for the attending physician to bill for their time spent on the teleconference at the applicable fee schedule.

- (b) Wellness Program:

Cases can be initially referred to a network of cognitive behavioral therapists who function to help the claimant improve their pain coping skills, change their perception of disability and decrease fear-avoidance behaviors that are often a significant barrier for return-to-work.

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## **SCHEDULE 13**

### **TeleHealth Services Terms and Conditions**

#### **1. DESCRIPTION OF SERVICES.**

CorVel shall facilitate TeleMedicine visits to Customer's claimants who opt for such service for as level of care determinations are made through our 24/7 nurse triage hotline. A TeleMedicine visit is a single synchronous virtual consultation through CorVel's third party service provider platform between a Qualified Professional and a claimant ("TeleMedicine").

#### **2. DELIVERY OF SERVICES.**

- (a) CorVel's 24/7 triage nurses are trained to provide an initial assessment and following Customer authorization will provide immediate referral to medical care when needed. Nurses may refer claimant to TeleMedicine as appropriate.
- (b) TeleMedicine virtual visits are always an option for the claimant. If opted by the claimant, CorVel connects the claimant to a health care provider immediately via a computer, tablet or phone. If the claimant decides that he/she does not want a TeleMedicine visit, CorVel will immediately offer to schedule the claimant with a traditional, in-person PPO health care provider located at a convenient, clinic-based location.
- (c) A TeleMedicine "visit", also referred to as a "Consultation Unit", is a single synchronous consultation through the platform between a Qualified Professional and a claimant.

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## EXHIBIT B

### Fees

(1) During Initial Term. Fees during the Initial Term of this Agreement shall be as follows:

#### Workers' Compensation Claims Administration "Life of Contract"

Description	Pricing
<b>Takeover Claims</b> Workers' compensation (* flat capped at IND 69 and MO 47 year one ) Liability (AL and GL),*flat cap of 162 claims year one	
<b>New Arising Claims</b> Workers' Compensation (IND and MO), cap of 118 claims Liability (AL and GL), Cap of 186 claims	
<b>Annualized Claim Fees</b> Year One	*\$224,005.00
Year Two Annualized capped at	*\$176,398.00
Year Three, plus 3% CPI applied	*\$176,398.00
Option to renew at year 4 & 5 will 3% CPI	
*Annualized for new claims capped at IND- 20 MO- 110	
Liability –BI- 24 PD- 44- Coll-3 UM-3 Med Pay- 3- PIP 3	

*\*\*Medical Only claims requiring the following work will be invoiced at the rates shown here. Claims previously invoiced as a Medical Only will be invoiced based on the difference between this rate and the amount previously invoiced. This increase is limited to claims with paid medical expense exceeding Five Thousand Dollars (\$5,000.00); claims requiring investigation to determine compensability, apportionment, medical causation, and subrogation; claims where medical benefits are disputed or denied, or claims where defense counsel is retained to respond to a legal proceeding or regulatory matter.*

#### Program Management

Description	Pricing
Data Conversion - Per Data Source	\$5,000.00
Administration Fee - Per Annum <sup>1</sup>	Waived
Implementation Fee - One Time Fee	Waived
Carrier Charges/Carrier Feed Charges	<sup>1</sup> Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees.
Run Off Carrier Charges, if applicable	<sup>1</sup> Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees.
Data Storage, Data Maintenance Services	Included
Basic Access Only	Included
Full Access - First 2 Full Access Users	Included
Each User over 2 - Per User, Per Year	\$1,000.00
OSHA Reporting – Per Claim	\$15.00

<sup>1</sup> Includes Assistance with Self-Insured Data for State Reports, State Statistical Reporting & All State Filing Requirements

<sup>2</sup> Includes Executive Dashboard, Claim Details, Claims Summary Screen, Claims Reporting, Quarterly Claims Reviews, and Annual Stewardship Reporting

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### Account Management and Technical Support

Description	Pricing
Account Management Staff	Included
Electronic Data Transmission - (Per Month, Based on Frequency) Only if there is an third party RIMIS at the city	
Monthly File	\$250.00
Weekly File	\$600.00
Daily File	\$2,000
Training – Onsite and Online	Included
Technical Support	Included
State EDI Files	Included
Monthly Reporting	Included
Ad hoc Report Programming - Per Hour	\$200.00
Communication Materials/Posters	Pass through printing cost
Annual Banking Fees	One account included
Additional Account(s) - Per Account	\$1,000.00
Carrier TPA Oversight Fees <sup>1</sup>	Bill from Carrier to Client

<sup>1</sup> Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees.

### Intake and Immediate Intervention Services

Description	Pricing
Claim Intake (via Internet) - Per Intake	\$35.00
Claim Intake (via Fax/Email) - Per Intake	\$35.00
Claim Intake (via Phone) – Per Intake	\$35.00
Incident Only Reporting - Per Incident	\$35.00
Advocacy 24/7 - Per Call	\$100.00
Telehealth Services	5% below state fee schedule or U&C value by CPT code

### Allocated Expense Fees

#### Legal Services

Description	Pricing
Subrogation	25% of Recoveries
SIU Fees	Pass through
Legal Bill Auditing <sup>1</sup>	2.5% of gross legal charges reviewed
Indexing and OFAC Compliance - Per Index	\$15.00

<sup>1</sup> Fees will never exceed the savings generated

### Bill Review Services

Description	Pricing
Bill Review: Includes Standard Fee Schedule and UCR - Per Bill <sup>1,2</sup>	\$9.00
+ Network Solutions Includes: <sup>2</sup>	22% of Savings
Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation Hospital Bill review	

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## Bill Review Services

Description	Pricing
Minimum Transaction Fee <sup>2</sup> <i>Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review fee of \$15,000.00 that is capped for savings max charge allowed.</i>	\$6.95
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included
PPO Access and Fees	Included

<sup>1</sup> Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification letters.

<sup>2</sup> Minimum transaction fee (MTF) per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review transaction fee of \$15,000.00.

## Patient Management

Description	Pricing
Telephonic Case Management, Field Case Management and Return to Work Coordinator - Per Hour Alaska, California, Hawaii and New York Florida <sup>1,2</sup>	\$155.00 \$98.00
Dedicated Program Nurse	\$98.00
Vocational Rehabilitation - Per Hour	\$98.00
Catastrophic Case Management – Per Hour	\$98.00
Specialty Services (Life Care Plan, Medicare Conditional Payments, Medicare Set Asides, Bilingual) - Per Hour Requires approval by the City	\$206.00
Utilization Review - Per Review	\$160.00
UR Authorization Only (Adjuster Review) - CA - Per Review	\$40.00
Care Advocate - Per Claim	\$50.00

<sup>1</sup> Fee applies to all States with the exception of premium states (CA, HI, AK, and NY).

<sup>2</sup> Statutory rates supersede if applicable.

Prevailing IRS Mileage Rate applies. Mileage rate is .575 billed at IRS rate.

Each invoice for Case Management Services shall have an additional professional service fee of \$39.00 billed to Customer.

## Pharmacy Solutions

Description	Pricing
Retail Pharmacies Brand Generic	AWP -10% + \$3.00 dispensing fee AWP -35% + \$3.00 dispensing fee
Mail Order Brand Generic	AWP -13% + \$1.50 dispensing fee AWP -45% + \$1.50 dispensing fee
Clinical Modeling Integration of Pharmacy Data Dynamic Calculation/Display in Care <sup>MC</sup>	Included Included

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## Pharmacy Solutions continued

Description	Pricing
Pharmacy Interventions	
Certified Pharmacy Technician	Included
Rx Nurse	Included
Nurse Management requires City Approval	Case Management hourly \$98.00
Pharmacy Review - Per Review requires City approval	\$375 .00
Cognitive Behavioral Therapy - Per Hour requires City Approval	\$250.00
Medication Review - Per Hour	\$250.00

## Ancillary Benefit Management Services

Description	Pricing
Medical Imaging Services	Varies by State and Diagnostic
Independent Medical Exam	See 2024-25 IME/Peer Fee Schedule
Physical and Occupational Therapy	Varies by State
Durable Medical Equipment	Varies by State and Equipment
IME Peer Review - Per Hour	See 2024-25 IME/Peer Fee Schedule
Transportation	Varies by State and Service
Translation	Varies by State and Service Level

## Medicare Agent Reporting

Description	Pricing
Set up and engagement	Included
Monthly Maintenance	Included
Quarterly Reporting	Included

*The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period. Rates on claims that occur outside of the United States are subject to alternative pricing to be discussed prior to start of the contract. Pricing is valid for first year of the contract. At the end of the first year and each year thereafter, all fees outlined on the claims and managed care pricing sheet will be subject to an automatic increase of the greater of CPI or (3.0%). To be discussed at year 3 with index at time.*

*Any service not identified in this proposal will be provided at a later time.*

*Below is the per claim structure if caps are reached in annualized calculation*

<i>per claim charge</i>	
\$1,400.00	Indemnity
<i>per claim charge</i>	
\$175.00	MO
\$35.00	Intake

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<i>per claim charge</i>	
\$795.00	BI
\$495.00	PD
\$395.00	Coll
\$795.00	UM
\$495.00	MedPay
\$595.00	PIP

## EXHIBIT C

### CareMC License Agreement

This CAREMC LICENSE AGREEMENT (the “CareMC License Agreement”) is incorporated by reference into the master services agreement (the “Services Agreement”) to which it is attached. The parties acknowledge and agree that the terms and conditions under which the Services are provided by CorVel and received by Customer (all as defined by the Services Agreement) shall be governed by the Services Agreement (including without limitation all additional Exhibits and applicable Schedules attached thereto), while the terms and conditions under which Customer may access and use the CareMC Application and Online Services (both as defined by the Services Agreement) shall be governed by the terms and conditions of this CareMC License Agreement. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Services Agreement. Any term defined in this CareMC License Agreement shall only apply to this CareMC License Agreement unless explicitly otherwise noted in the Service Agreement.

#### 1. ACCESS TO THE CAREMC APPLICATION

A. Registration Information. Prior to accessing the CareMC Application or Online Services, Customer shall provide CorVel with certain registration information (“Registration Information”). Customer covenants that the Registration Information that Customer provides will be true, accurate, current and complete and will be updated as necessary. Registration Information may include an Authorized End User’s (as defined below) contact information in order to receive a multi-factor authentication (MFA) passcode, which is required to be entered each time an Authorized End User accesses the CareMC Application.

B. Passwords and Levels of Access. As soon as practicable after the execution of this CareMC License Agreement, Customer shall designate a group of authorized end users as requiring access to the CareMC Application and Online Services (each an “Authorized End User”). CorVel shall create a unique username and password for each individual Authorized End User. Customer shall then designate Authorized End Users. The Authorized End Users (“Restricted End Users”) shall have access to a “read only” for the data available on the CareMC Application that relates to claims specific to that Authorized End User and such other data that Customer specifically requests in writing be accessible to such Authorized End User. Access by Authorized End Users to data available on the CareMC Application shall be subject in all cases to any limitations imposed by applicable law.

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C. Email Domain Names. If Customer requires utilizing more than one email domain name for itself or its wholly owned subsidiaries and/or affiliates this CareMC License Agreement must attach a list of such email domain names. After execution of the Agreement, any changes or modifications required by Customer for itself and its wholly owned subsidiaries and/or affiliates shall require a written amendment mutually agreed to by both parties.

D. Security of Passwords. Customer will be solely responsible for (i) selecting Authorized End Users, (ii) assigning the various levels of authority and access each Authorized End User may have to the CareMC Application, Online Services and CareMC Data (defined below), (iii) ensuring that only Authorized End Users have access to the passwords and MFA passcodes provided by CorVel or as changed from time to time by Authorized End Users, (iv) implementing a system to control, track and account for all of Customer's CareMC Application passwords, (v) strictly maintaining the confidentiality, security and integrity of all passwords and MFA passcodes used to access the CareMC Application and Online Services, and (vi) ensuring that Authorized End Users shall at all times comply with the terms and conditions of this CareMC License Agreement. Passwords may be changed at any time by Authorized End Users and must be changed at least once every ninety (90) days. Customer further agrees that it shall notify CorVel immediately in writing if Customer knows or suspects that the confidentiality, security or integrity of a password or MFA passcode has been compromised. CorVel will provide reasonable cooperation to Customer in the event of such compromise.

E. CareMC Data. Authorized End Users shall have access to all data available through the CareMC Application relating to CorVel's provision of Services under the Service Agreement as relating to Customer ("CareMC Data"). Authorized End User shall only have access to CareMC Data regulated by Applicable Data Privacy and Protection Laws to the extent necessary for Customer to render payment on a claim, and then only to those portions or amounts of regulated CareMC Data that are determined by CorVel, in its sole discretion, to be the minimum necessary for Customer to render payment on such claim.

## **2. LICENSE AND RESTRICTIONS**

A. Limited License. Subject to the terms and conditions of this CareMC License Agreement, CorVel grants to Customer during the License Term (as defined in Section 5A below) a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, and allow Authorized End Users to access and use, the CareMC Application and Online Services solely for Customer's own internal business use and operations. Customer shall access and use the CareMC Application and Online Services in accordance with the user guides and online instruction provided to Customer by CorVel ("Documentation") and all applicable laws, statutes, rules and regulations.

B. Restrictions. Customer shall not, and shall not allow Authorized End Users or any third party to (i) rent, lease, re-license or otherwise provide access to the CareMC Application or Online Services to any third party, (ii) alter, modify or create derivative works of the CareMC Application or Online Services, (iii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the CareMC Application or Online Services or replicate the functionality of the CareMC Application or Online Services for any purpose, or (iv) copy the CareMC Application or Online Services or any content, materials, information and other data provided by CorVel on the CareMC Application or used in providing the Online Services and/or Documentation (together, "CorVel Content") without CorVel's prior written consent.

C. Third Parties. Customer shall not allow any third party who is not an Authorized End User to have access to the CareMC Application or Online Services without prior written consent of CorVel and ensuring that (i) such third party enters into a legally enforceable written agreement with CorVel, or (ii)

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CorVel and Customer enter into an agreement whereby Customer assumes all responsibility and liability for access by such third party.

D. Ownership and Changes. CorVel owns and shall retain all right, title and interest in and to the CareMC Application, Online Services, CorVel Content and any intellectual property rights inherent therein or arising therefrom. In addition to CorVel's rights in the individual elements of the CorVel Content, CorVel owns a copyright in the selection, coordination, arrangement and enhancement of the CorVel Content. Neither Customer nor any Authorized End User shall obtain any ownership rights, express or implied, or any other rights other than those expressly set forth herein in the CareMC Application, Online Services, Documentation or CorVel Content. CorVel reserves the right, at any time in its sole discretion and without liability to Customer, to update, patch, improve or adjust the CareMC Application or Online Services provided such changes do not materially degrade the functionality of the CareMC Application or Online Services.

E. Confidentiality. The parties agree that the (i) CareMC Application, Online Services, Documentation, CorVel Content and all software, source code, source documentation, inventions, know-how, ideas, updates and any documentation and information relating thereto constitute confidential information of CorVel and (ii) this Agreement, its terms, and any exhibits attached hereto are confidential information of both parties. Each party agrees to treat all confidential information of the other party in the same manner as it treats its own similar confidential information, but in no case will the degree of care be less than reasonable care. Each party shall promptly notify the other party of receipt of a request, or of any other requirement, to disclose the other party's confidential information pursuant to governmental regulation, subpoena or other lawful process and shall cooperate with the other party in limiting such disclosure.

F. Compliance Monitoring and Audits. CorVel may monitor and perform remote audits of Customer's use of the CareMC Application and Online Services for the purpose of verifying that Customer and Authorized End Users are using the CareMC Application and Online Services in compliance with the terms of this CareMC License Agreement. To the extent CorVel requires access to Customer's facilities to conduct an audit hereunder, Customer agrees to provide such access upon reasonable advanced notice and during Customer's regular business hours

G. Suspension of Access. CorVel shall have the right to take immediate action to ensure the confidentiality, security or integrity of the CareMC Application, feature of the Online Services and CareMC Data, including but not limited to, suspending Customer's access or the access of any individual Authorized End User where CorVel knows or suspects that the confidentiality, security or integrity of an Authorized End User's account password or MFA passcode has been compromised. CorVel further reserves the right to temporarily suspend Customer's access or the access of any individual Authorized End User to the CareMC Application, feature of the Online Services or CareMC Data where CorVel determines, in its sole discretion, that there has been a violation of the terms and conditions of this CareMC License Agreement or of any applicable laws. CorVel shall, if feasible, provide notice prior to any suspension of access. If not feasible to provide notice prior to suspension, CorVel shall provide notice of suspension as soon as is commercially practicable following suspension. Upon written notice to Customer, CorVel may modify or temporarily suspend Customer's access to and use of the CareMC Application, feature of the Online Services and CareMC Data as necessary to comply with any applicable law, regulation or court order.

### **3. INFRASTRUCTURE, MAINTENANCE AND SUPPORT**

A. CorVel Infrastructure Obligations. Subject to Customer's compliance with the terms and conditions of this CareMC License Agreement, CorVel shall be responsible for providing and

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maintaining the hardware, software and other equipment required to host the CareMC Application for Customer (“CareMC Infrastructure”). The CareMC Infrastructure is subject to modification by CorVel from time to time for purposes such as adding new functionality, maximizing operating efficiency and upgrading hardware, provided such modifications shall not in the aggregate degrade the performance of the CareMC Application or Online Services utilized by Customer. Customer acknowledges and agrees that such modifications may require changes to Customer’s Internet access and/or telecommunications infrastructure to maintain Customer’s desired level of performance. CorVel shall give Customer reasonable prior written notice of any required modifications.

B. Customer Infrastructure Obligations. Except for the CareMC Infrastructure, which will be provided by CorVel, Customer shall be responsible for obtaining and maintaining all hardware, software, equipment, Internet access and/or telecommunications services and other items or services furnished by third party vendors or providers (“Third Party Providers”) required to enable Customer to access and use the CareMC Application and Online Services as contemplated hereunder.

C. Support. CorVel will provide general support regarding questions on the CareMC Application via email and by telephone from Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. Pacific Standard Time, excluding holidays.

D. Scheduled Maintenance. CorVel will use reasonable efforts to (i) perform any scheduled downtime outside of Customer’s normal business hours, (ii) notify Customer of all scheduled downtimes at least seventy-two (72) hours in advance, and (iii) perform software updates to the CareMC Application with minimal disruption to Customer’s use of the Online Services.

E. System Monitoring. CorVel will use reasonable efforts to continuously monitor its web servers and database servers to ensure that they are functioning properly.

F. Security. CorVel will implement and use reasonable efforts to maintain secure systems through the use of firewalls, virtual private networks (VPN) and other security technologies.

G. Disaster Recovery and Backup. CorVel will use reasonable efforts to perform nightly backups of essential data on its web servers and database servers. CorVel has implemented third party backup and restoration technology to enable high speed recovery of data.

H. Cloud Environment. Customer acknowledges and agrees that all CareMC Data may be stored and processed within a multi-tenant cloud environment.

#### **4. APPLICATION SPECIFIC DISCLAIMERS**

A. Disclaimers. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THE SERVICE AGREEMENT, CORVEL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT.

B. Internet Usage. Customer acknowledges that the Internet is essentially an unregulated, insecure and unreliable environment, and that the ability of Customer to access and use the CareMC Application is dependent on the Internet and hardware, software and services provided by various Third Party Providers. CORVEL SHALL NOT BE RESPONSIBLE FOR CUSTOMER’S INABILITY TO ACCESS OR USE THE CAREMC APPLICATION TO THE EXTENT CAUSED BY FAILURES OR INTERRUPTIONS OF ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY CUSTOMER OR THIRD PARTY PROVIDERS.

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C. CareMC Application. CUSTOMER ACKNOWLEDGES AND AGREES THAT CORVEL DOES NOT WARRANT THAT THE CAREMC APPLICATION OR ONLINE SERVICES ARE ERROR FREE, THAT CUSTOMER WILL BE ABLE TO ACCESS OR USE THE CAREMC APPLICATION OR ONLINE SERVICES WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE CAREMC APPLICATION IS NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

D. Network Intrusions. CUSTOMER AGREES THAT CORVEL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS TO, MISUSE OF, OR INTRUSION INTO, CAREMC DATA RESIDING ON CORVEL'S SERVER(S) OR ANY NETWORK USED BY CUSTOMER TO THE EXTENT SUCH DAMAGES WERE BEYOND CORVEL'S REASONABLE CONTROL.

## 5. LICENSE TERM AND TERMINATION

A. License Term. This CareMC License Agreement shall be effective as of the Effective Date of the Services Agreement (unless otherwise agreed to by the parties) and, unless terminated earlier as provided below, shall automatically terminate upon expiration or termination of the Services Agreement (the term of this CareMC License Agreement, the "License Term").

B. Termination for Convenience. Either party shall have the right to terminate this CareMC License Agreement for any reason or for no reason, upon ninety (90) days written notice to the other party.

C. Termination for Cause. This CareMC License Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this CareMC License Agreement and does not cures such breach prior to the end of such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment, as permitted under the terms and conditions of this CareMC License Agreement, or (iii) effective immediately and without notice if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days).

D. Effect of Termination. Expiration or termination of this CareMC License Agreement shall have the following effects: (i) all licenses granted under this CareMC License Agreement shall terminate immediately, (ii) all Customer and Authorized End User rights to use the CareMC Application and Online Services shall cease immediately, and (iii) each party shall promptly return all information, documents, manuals and other materials belonging to the other party related to this CareMC License Agreement, whether in printed or electronic form, including without limitation all confidential information of the other party then currently in its possession related to this CareMC License Agreement, provided each party may retain one (1) copy of such materials for archival purposes.

E. Assignment. Neither this CareMC License Agreement nor any rights, licenses or obligations hereunder, may be assigned by Customer without the prior written consent of CorVel. Any attempted assignment in violation of this CareMC License Agreement shall be void and without effect.

F. Survival. Except to the extent expressly provided to the contrary herein or in the Service Agreement, any right of action for breach of the CareMC License Agreement prior to termination, and the following provisions shall survive the termination of this CareMC License Agreement: Sections 2E, 4 and 5D.

**Attachment A**  
**End User License Agreement**  
*Terms are non-negotiable*

Such access shall provide Customer's claimants an opportunity to (i) review the current status of their individual claim, (ii) share pain level data with their healthcare provider by taking a Pain Level Survey, (iii) receive Electronic Funds Transfer ("EFT") direct deposit transactions with respect to claims, and (iv) utilize other functions designed to assist users in interactions with their health plan and healthcare providers (the "App Services"). For access by Customer claimant, such Customer claimant will be required to have a smartphone including but not limited to an Apple iOS 7.0+ smartphone or Android 4.0+ smartphone or other smartphone device with such access capabilities. Customer acknowledges the terms of Attachment A hereunder which shall be a part of the My Care App and which the End User ("Claimant") shall be responsible for. The My Care App is at no costs to Customer for these Services.

PLEASE READ THIS LICENSE AGREEMENT BEFORE USING THE APP. USE OF THE APP INDICATES END USER'S ACCEPTANCE OF THIS END USER LICENSE AGREEMENT. IF END USER DOES NOT AGREE WITH THE TERMS, END USER SHOULD NOT USE THE APP.

**1. License Grant; License Restrictions.** Either of CorVel Enterprise Comp, Inc. or CorVel Healthcare Corporation, as applicable, ("CorVel") provides the mobile software application program and user manual(s) or help files contained therein, and any modifications, updates, revisions, or enhancements thereto received by End User from CorVel (collectively, the "App"), and licenses its use solely pursuant to the terms stated below:

- a. End User is granted a nontransferable license to use the App under the terms stated in this Agreement for personal use. End User may not use the App for commercial purposes. Title and ownership of the App and of the copyright in the App remains with CorVel;
- b. The App may be used by End User on a single mobile device, which End User owns or uses and for which the App is designed to operate;
- c. End User may not make copies, translations, or modifications of or to the App. End User may not alter, obscure, or remove the copyright notice on any copy of the App;
- d. End User may not assign, sell, distribute, lease, rent, sublicense, or transfer the App or this license or disclose the App to any other person. End User may not reverse-engineer, disassemble, or decompile the App or otherwise attempt to discover the source code or structural framework of the App; and
- e. CorVel may terminate this Agreement and the license granted hereunder at any time. This Agreement and the license granted hereunder automatically terminates if End User fails to comply with any provision of this Agreement. End User agrees upon termination to: (i) cease using the App and providing or accessing any data or information by or through the App, and (ii) destroy the App, together with all copies, modifications, and merged portions in any form, including any copy on End User's mobile device or on any computer.

**2. Limited Warranty.** The App is provided "AS IS" and with all faults. NO WARRANTIES ARE EXPRESSED AND NONE SHALL BE IMPLIED. CORVEL SPECIFICALLY EXCLUDES ANY

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IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CORVEL DOES NOT WARRANT THAT USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE.

**3. Maintenance & Support.** The App is maintained by CorVel or its subcontractors. From time to time, CorVel may provide modifications, updates, revisions, or enhancements, all of which are offered pursuant to the terms and conditions of this Agreement. CorVel does not provide support to End Users. All support requests should be directed at End User's employer or other person responsible to manage End User's claims and not at CorVel.

**4. Consent to use Data.** All data or information submitted by End User through the App shall be used by CorVel in accordance with CorVel's Privacy Policy posted at:  
<http://www.corvel.com/privacy-policy/>

**5. Limitations of Liability (End User).** IN NO EVENT WILL CORVEL'S LIABILITY FOR ACTUAL DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE APP EXCEED \$100. IN NO EVENT WILL CORVEL BE LIABLE FOR ANY LOST PROFITS, SALES, BUSINESS, DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE APP OR OTHERWISE ARISING FROM THIS AGREEMENT, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The parties agree that the above limits represent a reasonable allocation of risk.

**6. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by the laws of California. End User agrees that the federal or state courts sitting in State of California, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

**7. Indemnification (End User).** End User shall defend, indemnify and hold harmless CorVel from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees arising out of or relating to: (i) End User's use of the App in violation of the terms of this Agreement, (ii) data or content included in or omitted from content and data input into the App by End User or any other third party using End User's mobile device, and (iii) any claim by an employee of End User or End User's insureds brought against CorVel due to the recommendations made by CorVel through the App.

**8. Disclaimer.** CorVel shall not be responsible or liable for any third party claims arising from the negligent acts, errors, omissions, willful misconduct or fraud caused by End User in connection with its use of the App or otherwise attributable this Agreement.

**9. Assignment.** End User may not assign any of End User's rights or delegate any of End User's obligations under this Agreement without the prior written consent of CorVel. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10. Notice.** All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the address listed below.

**11. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

**12. Waiver.** The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

**13. Export Administration.** End User agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the App nor any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws; or (2) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

**14. Entire Agreement.** This Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

**15. Survival.** The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

## Copyrights

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This documentation and the corresponding App are the property of CorVel and are licensed to the user under the terms of this End User License Agreement. Unauthorized use or copying of the App, documentation, or any other associated materials is a violation of state and federal laws. These materials must be returned to CorVel if so demanded.



**EXHIBIT D**  
**CorVel Certificate of Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: Newportbeach.Certrequest@marsh.com	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"><tr><th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th><th style="width: 20%;">NAIC #</th></tr><tr><td>INSURER A : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B : The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C : Allied World National Assurance Company</td><td>10690</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : The Continental Insurance Company	35289	INSURER C : Allied World National Assurance Company	10690	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
<b>INSURED</b> CorVel Enterprise Comp, Inc. Attn: Jay Villeda 1920 Main Street, Suite 900 Irvine, CA 92614															

COVERAGES	CERTIFICATE NUMBER:	LOS-002546341-25	REVISION NUMBER: 0																		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																					
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL INSD</b>	<b>SUBR WVD</b>	<b>POLICY EFF (MM/DD/YYYY)</b>	<b>POLICY EXP (MM/DD/YYYY)</b>	<b>LIMITS</b>															
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:</div>	X		TJGLSA9K057282TIL24	04/30/2024	04/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr><tr><td></td><td style="text-align: right;">\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		TECAP9K057294TIL24	04/30/2024	04/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr><tr><td>Comp./Coll. Ded.</td><td style="text-align: right;">\$ 5,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Comp./Coll. Ded.	\$ 5,000				
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B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6075991079	04/30/2024	04/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr><tr><td></td><td style="text-align: right;">\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
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AGGREGATE	\$ 5,000,000																				
	\$																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB2P6911372451K (AOS) UB2P6408322451R (AZ,MA,NE,WI)	04/30/2024 04/30/2024	04/30/2025 04/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Managed Healthcare Prof. Liab.			03131676 (SIR: \$2,500,000)	11/08/2023	11/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>Per Claim (Limit in USD)</td><td style="text-align: right;">5,000,000</td></tr><tr><td>Aggregate</td><td style="text-align: right;">5,000,000</td></tr></table>	Per Claim (Limit in USD)	5,000,000	Aggregate	5,000,000										
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<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> THIS INSURANCE COVERAGE SHALL NOT BECOME EFFECTIVE UNTIL THE AGREEMENT IS IN EFFECT AS OF MAY 31, 2021. CITY OF HOLLYWOOD SHALL BE NAMED AS ADDITIONAL INSURED ON CORVEL'S GENERAL LIABILITY AND AUTO LIABILITY																					

CERTIFICATE HOLDER	CANCELLATION
City of Hollywood Office of Labor Relations 2600 Hollywood Boulevard Suite 212 PO Box 229045 Hollywood, FL 33022-9045	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh Risk &amp; Insurance Services</i></p>

ACORD 25 (2016/03)

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City of Hollywood (piggyback of City of Lakeland FL) TPA Services Agreement 05-22-24

AGENCY CUSTOMER ID: CN102211770

LOC #: Irvine



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Marsh Risk & Insurance Services		<b>NAMED INSURED</b> CorVel Enterprise Comp, Inc. Attn: Jay Villeda 1920 Main Street, Suite 900 Irvine, CA 92614
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber / Privacy and Security Liability  
 Endurance American Specialty Insurance Company  
 Policy Number: PRO30012753000  
 Effective Date: 11/07/2023  
 Expiration Date: 10/31/2024  
 Limit: \$5,000,000  
 SIR Value (Each Claim): \$1,000,000

ACORD 101 (2008/01)

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