

# CorVel Healthcare Corporation

## Managed Care Services Agreement

This Managed Care Services Agreement (this “Agreement”) is entered into as of the Effective Date set forth below, by and between CorVel Healthcare Corporation (“CorVel”) and the customer, The City of Oklahoma City, hereinafter referred to as (“Customer”) to govern Customer’s rights to use certain of CorVel’s managed care services.

**WHEREAS**, CorVel Healthcare Corporation is in the business of providing managed care services; 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 Managed Care Services online (the “Online Services”); and

**WHEREAS**, Customer desires to retain CorVel to provide certain managed care services for the benefit of Customer and its insureds and/or their injured employees, as the case may be; and

**WHEREAS**, CorVel desires to be so retained by Customer to provide such certain managed care services under the terms and conditions set forth in this Agreement; and

**WHEREAS**, Customer and CorVel had entered into a Managed Care Services Agreement as amended with an effective date of October 18, 2018 which shall be replaced and superseded in its entirety with this Agreement.

**WHEREAS**, the Oklahoma City Municipal Facilities Authority, a public trust of which the City of Oklahoma City is the sole beneficiary, shall also be a party to this agreement as a funding source on behalf of the Customer; and

**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.

This Agreement consists of and incorporates the following components:

- This Cover and Signature Page**
- General Terms and Conditions**
- Exhibit A: Selected Managed Care Services & Applicable Schedules:**
- Exhibit B: Fees and Payments**
- Exhibit C: CareMC License Agreement**
- Exhibit D: CorVel Certificate of Insurance**
- Exhibit E: Customer Insurance Coverage Limits**
- Exhibit F: Data Protection Addendum**
- Exhibit G: Oklahoma Certified Workplace Medical Plan Amendment**

Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence:

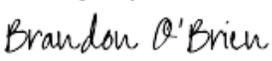
- (1) This Cover and Signature Page
- (2) Exhibit C: CareMC License Agreement
- (3) Exhibit F: Data Protection Addendum
- (4) Exhibit A: Selected Managed Care Services & Applicable Schedules
- (5) Exhibit B: Fees and Payments

- (6) Exhibit D: CorVel Certificate of Insurance
- (7) Exhibit E: Customer Insurance Coverage Limits
- (8) General Terms and Conditions

By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and represents and certifies that the signatory is authorized by the respective party to sign on behalf of and to bind the respective party to all of the terms and conditions of this Agreement as of the Effective Date.

1. **Effective Date:** January, 1,2024
  
2. **CorVel Address and Contact:** CorVel Healthcare 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 Oklahoma  
 200 North Walker Avenue  
 Attn: La Veta Breath  
 Phone: (405) 297-1225  
 Fax: (405) 316-1225  
 Email: laveta.breath@okc.gov

**CORVEL HEALTHCARE CORPORATION:**

By:   
0BEC30BCB4094F...

Name: Brandon O'Brien

Title: CFO

Date: 11/28/2023

## GENERAL TERMS AND CONDITIONS

### 1. MANAGED CARE SERVICES

A. Exclusivity. Unless the parties expressly agree otherwise in writing, CorVel shall be the exclusive provider of all Managed Care Services to Customer during the Term of this Agreement, however this excludes Field Case Nurse Management Services. Customer may utilize other field nurse case management vendors during the term of this Agreement.

B. Terms and Conditions of Services. The services provided by CorVel to Customer under this Agreement shall be as identified in Exhibit A and described in the applicable Schedules and shall include CorVel's provision of the CareMC Application and the Online Services to Customer (collectively, the "Services"). Such Services shall be utilized by Customer in accordance with the applicable terms and conditions set forth in this Agreement.

### 2. FEES

A. Fees, Billing and Payment. The fees and billing and payment procedures for the Services are set forth in Exhibit B ("Fees"). Customer shall remit payment for all CorVel related Fees, and any other payments owed to CorVel under this Agreement, without set off or reduction, within thirty (30) days of the date of CorVel's invoice.

B. 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, without set off or reduction, within thirty (30) days of the date of CorVel's invoice. Customer shall not be responsible for taxes based on CorVel's income.

C. Customer's Audit Rights. During the Term of this Agreement and for a one (1) 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 Customer's designee, which shall be a reputable, independent certified public accounting firm (which is not working on a contingency fee basis and is reasonably acceptable to CorVel) retained by Customer, at the local CorVel office or another location mutually agreed to by the parties. Such audits shall be conducted (i) not 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 and (iv) for an audit period not to exceed twenty-four (24) months prior to the date of audit. Customer or Customer's designee shall provide the complete results of such audit to CorVel within ten (10) business days of completion of the audit report including a complete list of all individuals or entities who were provided any CorVel information as a result of such audit. Customer or Customer's designee shall return all materials provided for such audit at the conclusion of the audit. Notwithstanding anything to the contrary in this Agreement, in no event shall Customer be permitted to audit CorVel's information technology systems, facilities, data centers or data privacy and security policies, procedures or processes other than as specifically provided under Exhibit F (*Data Protection Addendum*).

### 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) 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 claimant-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 or any other 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. It is agreed that the Customer shall be deemed in compliance with this Section 3C by being self-insured under terms and conditions and with sufficient reserves as is customary within the industry for companies of comparable size with comparable operations.

~~D.~~ Non-Solicitation. As a material inducement to CorVel to provide the Managed Care 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.

#### **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 reasonably 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 professional liability, errors and omissions, workers' compensation, cyber, general and auto liability insurance coverages as set forth on the Certificate of Insurance attached hereto as Exhibit D.

#### **5. DISCLAIMERS**

A. Coverage and Compensability. CORVEL IS NEITHER A HEALTH CARE PROVIDER NOR A CLAIMS ADMINISTRATOR AND CORVEL DOES NOT MAKE FINAL DETERMINATIONS REGARDING THE COVERAGE OR COMPENSABILITY OF HEALTH CARE SERVICES RENDERED BY HEALTH CARE PROVIDERS TO INJURED PERSONS. THE SERVICES PROVIDED BY CORVEL UNDER THIS AGREEMENT ARE PROVIDED SOLELY TO FACILITATE CUSTOMER'S BUSINESS OPERATIONS. CUSTOMER AND CUSTOMER'S EMPLOYEES AND/OR AGENTS HAVE THE OPTION TO ACCEPT OR REJECT ANY OPTIONS OFFERED BY CORVEL

HEREUNDER. CORVEL DOES NOT MAKE DETERMINATIONS RELATING TO CUSTOMER'S BUSINESS, INCLUDING, BUT NOT LIMITED TO, THOSE REGARDING THE COVERAGE OR COMPENSABILITY OF HEALTH CARE SERVICES. CUSTOMER SHALL RETAIN FULL RESPONSIBILITY FOR ALL FINAL DETERMINATIONS REGARDING THE PAYMENT OF POLICY AND OTHER BENEFITS.

B. Healthcare Authority. 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 AND THOSE INDIVIDUALS MAY ACCEPT OR, REJECT ANY ADVICE MADE BY CORVEL OR ITS AGENTS, EXCEPT INsofar AS STATE WORKERS' COMPENSATION LAWS MAY REQUIRE THEM TO FOLLOW THE DETERMINATIONS OF CUSTOMER, CUSTOMER'S AGENTS, A WORKERS' COMPENSATION JUDGE OR REVIEW PANEL, OR ANOTHER THIRD PARTY. CORVEL SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR HEALTHCARE SERVICES RENDERED BY HEALTH CARE PROVIDERS TO INJURED PERSONS.

C. 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. EXCEPT WITH RESPECT TO (i) CORVEL'S LIABILITY UNDER SECTION 7 (*Indemnification*) OR (ii) A BREACH BY CORVEL OF EXHIBIT F (*Data Protection Addendum*), IN NO EVENT WILL CORVEL'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE EXCEED THE FEES PAID BY CUSTOMER TO CORVEL UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE FIRST NOTICE OF CLAIM IS PROVIDED BY CUSTOMER TO CORVEL.

B. WITH RESPECT TO (i) CORVEL'S LIABILITY UNDER SECTION 7 (*Indemnification*) OR (ii) A BREACH BY CORVEL OF EXHIBIT F (*Data Protection Addendum*), IN NO EVENT WILL CORVEL'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER EXCEED THE FEES PAID BY CUSTOMER TO CORVEL UNDER THIS AGREEMENT IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE FIRST NOTICE OF CLAIM IS PROVIDED BY CUSTOMER TO CORVEL.

C. For purposes of Section 6(A) and 6(B), 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.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 6 OR OTHERWISE IN THIS AGREEMENT, 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, LOST REVENUES AND LOSS OF GOODWILL) UNDER THIS AGREEMENT OR OTHERWISE. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER CLAIMS BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE 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.

E. 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. Mutual Indemnification. Subject to Section 7(D) below, each party shall defend any third party claim against the other 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 incurred in connection therewith.

### B. Indemnification by CorVel.

(i) Subject to Section 7(D) below, CorVel shall defend any third party suit or action against Customer to the extent resulting from the gross negligence or willful misconduct of CorVel in performing or failing to perform the Services for Customer under this Agreement, and CorVel will pay those damages, liabilities and reasonable costs and expenses, including reasonable attorneys' and professional fees, 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 damages, liabilities and reasonable costs and expenses 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 damages, liabilities and reasonable costs and expenses 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.

(ii) Subject to Section 7(D) 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 damages, liabilities and reasonable costs and expenses, including reasonable attorneys' and professional fees, 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 Exhibit C (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 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

C. Indemnification By Customer. Subject to Section 7(D) below, Customer shall defend, indemnify and hold harmless CorVel against any third party suits, claims or action, and shall reimburse CorVel for any and all damages, liabilities and costs and expenses, including attorneys' and professional fees, arising out of or relating to (i) Customer's mis-use of, modification to, rejection of or failure to implement on a timely basis any of CorVel's recommendations made hereunder, (ii) acts or omissions by CorVel that were undertaken at the express direction of Customer, (iii) Customer's use of the CareMC Application in violation of the terms of the CareMC License Agreement, (iv) data or content included in or omitted from Customer Data (as defined in Exhibit F), and (v) any claim by an employee of Customer or Customer's insureds brought against CorVel due to the recommendations made by CorVel hereunder and not caused by a breach by CorVel of its obligations under this Agreement in providing such recommendations, and (vi) Customer's or any of Customer's employees, agents or contractors breach of this Agreement.

D. 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. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year from the Effective Date (the "Initial Term"). Thereafter, the Agreement shall be renewed automatically 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 Customer for convenience upon ninety (90) days written notice to the other party any time after the expiration of the Initial Term. This Agreement may be terminated by either party for convenience upon one hundred and eighty (180) 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 issued by the terminating party to the other party, if the other party materially breaches or materially defaults under any material provision of this Agreement and, except as otherwise provided in this Agreement, does not cure such breach prior to the end of such thirty (30) day period, (ii) effective immediately upon written notice to Customer if Customer fails to timely fund any loss, escrow or health care provider payment account as required by this Agreement, (iii) effective immediately upon written notice to Customer if Customer fails to timely provide necessary information to CorVel as may be required for CorVel to perform the Services in accordance with this Agreement, (iv) 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 (v) 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 party and continues for ninety (90) days undismissed, unbonded and undischarged.

D. Termination due to Change in Law. Either party may terminate this Agreement upon thirty (30) days prior written notice issued by the terminating party to the other party if, as a result of any Change in Law, as defined herein, the rights or obligations of the terminating party under this Agreement would be materially adversely affected. “Change in Law” means any: (i) applicable federal or state law or regulation enacted after the Effective Date, or any change in any existing applicable federal or state law or regulation; (ii) change in judicial or administrative interpretation of any applicable federal or state law or regulation; (iii) change in the enforcement of any applicable federal or state law or regulation, in each case occurring after the date, or (iv) change in any applicable state or federal mandated fee schedule. Prior to any termination under this Section 8(D), the parties agree to use prompt, good faith efforts to renegotiate the terms of this Agreement. If the parties successfully conclude such negotiations prior to the termination date, this Agreement shall not terminate and shall be amended to reflect the negotiated terms. In the event the parties are unable to successfully conclude such negotiations, this Agreement shall terminate as provided above.

E. Effects of Termination. Termination, expiration, or any other ending of this Agreement shall have the following effects: (i) all outstanding unpaid invoices submitted by CorVel to Customer shall become immediately payable by Customer to CorVel and invoices in respect of Services provided prior to termination, expiration or other ending of this Agreement, but for which an invoice has not been submitted, shall be payable immediately by Customer upon submission of an invoice by CorVel, (ii) all licenses granted to Customer under this Agreement shall terminate immediately, including all rights of Customer to use the CareMC Application and Online Services and (iii) CorVel shall provide Customer with any Confidential Information belonging to Customer, including but not limited to claim history, in the current format in which it is stored at CorVel at the termination, expiration or other ending of the Agreement and the Receiving Party shall otherwise return all Confidential Information of the Disclosing Party then currently in the Receiving Party’s possession.

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, expiration or other ending of the Agreement, and the following provisions shall survive the termination, expiration or other ending of this Agreement: Sections 2, 3(A)-(B) and (D), 5, 6, 7, 8(E) – (F), 9, 10, and 11 (as applicable), as well as any other part of the Agreement marked for survival.

## **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, Documentation, CorVel Content (as Documentation and CorVel Content are both as defined in Exhibit C (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) Customer Personal Information (as defined in Exhibit F) and CareMC Data (as defined in Exhibit C) shall be Confidential Information of Customer, (iii) CorVel’s pricing and fee information, (iv) CorVel’s PBM proprietary Generic Code Conversion logic (as defined in

the applicable Schedules) and (v) this Agreement and Exhibits and Schedules 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.** Other than with regards to Customer Personal Information (as defined in Exhibit F), 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.

## **10. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Oklahoma and the United States without regard to conflicts of laws provisions thereof. 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**

**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 may do so through non-binding mediation as set forth in Section 11B. If either party is not satisfied with the results of the mediation proceedings, either party use litigation as a legal remedy.

**B. Non-Binding Mediation.** If resolution of the dispute is not resolved through the negotiation process as described in Section 11A, and if either party decides to continue they may do so through non-binding mediation which both parties shall mutually agree to the process of non-binding mediation. A panel of three mediators shall be chosen, one mediator shall be chosen by each party and the third mediator shall be mutually agreed to by both parties (the “Panel”). The Panel shall try to resolve the dispute with both parties

and if either party cannot agree to the resolution of the mediator within ninety (90) days, then either party may pursue litigation to resolve the dispute.

C. Fees and Costs. In any action or proceeding to enforce rights under this Agreement, each party shall pay their own 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 as a publicly traded company may assign this Agreement to any acquirer 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, including Customer's obligation to fund any loss, escrow or health care provider payment account, nonperformance by either party shall be excused to the extent that performance is rendered impossible by war, acts of terrorism, strikes, fire, flood, hurricane, pandemics, 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, including the Exhibits and Schedules 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**  
**Managed Care Services Selected by Customer**

Customer has chosen the Managed Care Services indicated below. The specific terms and conditions that apply to CorVel’s provision and Customer’s receipt of such Managed Care Services are set forth in the indicated Schedules, which are hereby incorporated by reference into this Agreement. All capitalized terms used in the following schedules that are not defined in the respective schedule shall have the meaning given to them in the General Terms and Conditions of this Agreement. Unless otherwise provided in a specific Schedule, the Fees which Customer agrees to pay CorVel for applicable Services are set forth on Exhibit B.

<u>Service:</u>	<u>Selected by Customer</u> (check box if yes)	<u>Applicable Terms &amp; Conditions</u>
Managed Care Services:		
Medical Case Management Services	<input checked="" type="checkbox"/>	Schedule 1A
Care Advocacy Services	<input type="checkbox"/>	Schedule 1B
Bill Review Services::		
Bill Audit, Review and Payment Services	<input checked="" type="checkbox"/>	Schedule 2A
Treasury Services	<input checked="" type="checkbox"/>	Schedule 2B
Clinical Review/Technical Evaluation	<input checked="" type="checkbox"/>	Schedule 2C
CERiS Enhanced Bill Review Services	<input checked="" type="checkbox"/>	Schedule 2D
Preferred Provider Network Access Services (PPO)	<input checked="" type="checkbox"/>	Schedule 3A
Custom Preferred Provider Network Access Services (Custom PPO)	<input type="checkbox"/>	Schedule 3B
Care <sup>IQ</sup> Services:	<input checked="" type="checkbox"/>	Schedule 4
Independent Medical Exams (IME)		
Durable Medical Equipment (DME)		
Diagnostic Services		
Transportation and Translation Services		
Occupational Therapy		
Chiropractic		
Home Health		
Pharmacy Benefit Management Services	<input checked="" type="checkbox"/>	Schedule 5
Peer Review/Medical Records Review	<input checked="" type="checkbox"/>	Schedule 6
Medicare Set-Aside Services	<input checked="" type="checkbox"/>	Schedule 7A
Medicare Agent Services	<input type="checkbox"/>	Schedule 7B
Clearinghouse Payer Agent Services Program	<input checked="" type="checkbox"/>	Schedule 8A
Clearinghouse Services (Manual process)	<input type="checkbox"/>	Schedule 8B
NCCI Medical Data Call Services	<input type="checkbox"/>	Schedule 9
Care Advocacy 24/7 Nurse Triage Services	<input checked="" type="checkbox"/>	Schedule 10
Medication Review and Wellness Services	<input checked="" type="checkbox"/>	Schedule 11
Telehealth Services	<input type="checkbox"/>	Schedule 12
CA Workers’ Compensation Lien Resolution	<input type="checkbox"/>	Schedule 13A
Liability Lien Resolution Services	<input type="checkbox"/>	Schedule 13B

## SCHEDULE 1A

### Medical 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’ 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); MD Guidelines 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 MD Guidelines. 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.

## SCHEDULE 2A

### Bill Audit, Review and Payment Services Terms and Conditions

#### 1. DESCRIPTION OF SERVICES

- (a) CorVel's proprietary bill review program applies the appropriate Standard Fee Schedules or Usual and Customary values to provider bills, and includes PPO, Technical Evaluation, Clinical Review, and CERIS services (as described in Section 3D), applied to health care provider bills, (collectively, "Bill Review Services"). CorVel's services provided under this Schedule shall be referred to as "Bill Review Services."

#### 2. DEFINITIONS

- (a) "**Bill**", or "**per Bill**", or "**Bill Transaction**": 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.
- (b) "**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.
- (c) "**Clean Bill**" or "**Prepared Bill**": When the provider charges are deemed by CorVel 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) will be applied first to the Bill, after which the Bill will qualify for Prepared Bill status. Once at the Prepared Bill status, the Standard Fee Schedule savings and the Usual and Customary value savings will be applied.
- (d) "**Clinical Review**": An additional level of review performed by nurses, system, or coding experts to evaluate appropriateness, relatedness of submitted charges with provided documentation.
- (e) "**Explanation of Review**": Documentation outlining Bill demographics, healthcare provider charges, and CorVel's recommended payment allowance. Document will include reason codes and their definition to support recommended payment allowance.
- (f) "**Implant Analysis**": Review of implant charges submitted to a proprietary pricing database and documentation. Implant Analysis results are included as part of Clinical Review.
- (g) "**Line-Item Bill Review**" or "**LIBR**": out of network Line Item Bill Review may include the following:
- i. Original charge data
  - ii. U&C review by zip code
  - iii. Fee re-bundling and error removal
  - iv. Separation of charges by diagnosis/procedure
  - v. Facility to facility cost comparison
  - vi. Individual facility chargemaster analysis and price trending
  - vii. 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.

- (h) **“Minimum Transaction Fee”** or **“MTF”**: Minimum Transaction Fees will be identified on Exhibit B. If Fees on Bill Transaction do not meet the Minimum Transaction Fee amount, the difference between the Fees and the MTF will be automatically added to the Fees and paid by Customer.
- (i) **“Negotiations”**: A one time or ongoing agreement with the provider to accept a specific payment amount.
- (j) **“PPO Network”** and **“PPO”**: 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.
- (k) **“Provider Sendback”**: Sendbacks occurring when a Bill Transaction does not have sufficient supporting information from the provider to be considered a Prepared Bill. The Bill is sent back to the provider requesting further information.
- (l) **“Standard Fee Schedule”**: Schedule of rates for medical services regulated by a jurisdictional state, when those amounts are expressly assigned a specific value, not through reference methodologies developed by a third party or federal agency.
- (m) **“Substantive Denials”**: If a provider does not provide the requested supporting information within 90 days of the date of Bill Send back, all Bill savings will be considered Substantive Denial Savings and charged accordingly through an automatic Bill Transaction. If the Bill is later submitted through another Bill Transaction with further information from the provider, another review will occur which may reverse all or part of the Substantive Denial savings and fees.
- (n) **“Technical Evaluation”**: Applicable to Bills when reimbursement is not expressly addressed in the Standard 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.
- (o) **“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 health care 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 (even as to Customer) 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 Network 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 according to client service level agreement or within a reasonable period of time upon CorVel's receipt of all necessary billing information from Customer ("Complete Billing Information").
- (iii) To facilitate timely processing CorVel shall process (A) each health care provider Bill within a reasonable period of time and within industry standards) after CorVel's receipt thereof, and (B) batches of health care provider Bills on a daily basis or as volume dictates.
- (iv) Customer shall process PPO health care provider reimbursements according to industry standards upon receipt of the corresponding Explanation of Review ("EOR") 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 health care 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 health care 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 Bills and all benefits, and any other expenses or services required to be paid or provided under applicable policies or state and federal workers' compensation laws.
- (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 Standard Fee Schedule or usual and customary service shall be calculated as follows:

- (i) for states having a Standard Fee Schedule: (A) the health care 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 Standard Fee Schedule: (A) the health care provider's original Bill amount; less (B) the Bill amount resulting from UCR.

(d) Scanning Services.

- (i) As part of the Bill Review Services, CorVel will provide scanning services and, when appropriate, machine-learning optical character recognition (“OCR”) services hosted in a cloud environment (“Scanning 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. Customer agrees and acknowledges this may include use of Customer Data to maintain and improve the related OCR application for the purposes of enhancing the efficiency and application CorVel’s Scanning Services as they are provided to Customer.
- (ii) All material scanned by CorVel hereunder shall be accessible to Customer through CareMC.

**SCHEDULE 2B**

**Treasury Services**  
**Terms and Conditions**

**1. DESCRIPTION OF SERVICES**

- (a) CorVel shall provide check writing services (“Treasury Services”) as described below as an integrated component of Bill Review Services during the term of this Agreement. Fees for Treasury Services are set forth in Exhibit B (“Fees”) appended hereto.
- (b) CorVel agrees to supply Customer with automated provider reimbursement through its Treasury Services in accordance with Customer specifications. A transmission reflecting the results of the hospital and medical bill audit/review services rendered by CorVel will be submitted to CorVel’s national treasury department in Portland, Oregon, wherein a check for each explanation of benefits (“EOB”) will be automatically generated. CorVel will transmit the results of all Bill Review Services to Customer for the express purpose of downloading the data into Customer’s claims management system, which tracks health care provider payments and Fees back to the appropriate and corresponding Customer claim file. Such checks shall be held for mailing to the health care provider until CorVel receives confirmation that Customer has deposited the appropriate funds into a designated account to cover such health care provider payments. Sufficient programming to enable the automatic download of the Bill Review Services data transmitted by CorVel will be developed by Customer. Any manual entry of completed check writing information, conducted by a Bill Review Services analyst on behalf of Customer will require Customer to pay an additional fee to CorVel over and above the standard Treasury Services fees. CorVel will provide a dedicated line for Customer transmissions. CorVel will use commercially reasonable efforts to deliver the Bill Review Services data file to Customer on a schedule mutually agreed upon by the CorVel and Customer. If no such data is available, a “0” (zero) data transmission will be sent to Customer.
- (c) The checks referred to in the above paragraph will be drawn on CorVel’s account at Wells Fargo Bank, Portland, Oregon (hereafter, the “Bank”). Treasury Services shall also include IRS form 1099 filing and associated follow-up, bank reconciliation, and bank fees specifically related to such processing.
- (d) Customer will initiate a charge to a Customer bank account for each check production run by CorVel and Customer has the option to either send a check, ACH or wire sufficient funds on a mutually agreed upon basis to cover such check run. At the end of the month CorVel will also provide Customer with the Bank’s statement, monthly reconciliation report, summarized check register and balance sheet the cost of which shall be included in CorVel’s Treasury Service fees. The cost of any wire transmission of funds initiated by Customer will be paid by Customer.

## SCHEDULE 2C

### Clinical Review and Technical Evaluation 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:
- (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 2D

### **CERIS Enhanced Bill Review Services (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 o 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 healthier 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 w (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. .
- (c) Implant Cost Review Service. CERiS will perform the following review services with respect to 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.

**SCHEDULE 3A**  
**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 4**

**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 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 5

### 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 on 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.
- (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.
- (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.
  - 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.

##### (a) Financial obligations of parties.

- (i) 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.
- (ii) 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.
- (iii) 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.

##### (b) Invoicing and Payment.

- (i) On a per Covered Drug basis, CorVel will apply daily all drug charges and fees related to the PBM directly to the claim file.
- (ii) CorVel uses Medi-Span as the AWP data source. CorVel's Medi-Span database is updated daily and AWP values are applied on the date of dispense.
- (iii) 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 the state fee schedule value or AWP Discount rate is lower than the CorVel Acquisition Price. In Massachusetts, Customer will be billed at the state fee schedule value.
- (iv) 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.
- (v) 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); (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 6

### 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 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.

## SCHEDULE 7-A

### 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 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 expenses 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 the same. If the Medicare status of injured party is unknown or unclear, a request for Medicare status will be submitted to the Social Security 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 an 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.

## SCHEDULE 8A

### 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

## **SCHEDULE 10**

### **Care 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.

## SCHEDULE 11

### **Medication Review And Wellness 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 with 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.

**EXHIBIT B**  
**Fees**

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

**Bill Review Services**

Description	Pricing
Bill Review: Includes Standard Fee Schedule and UCR - Per Line <sup>1,2</sup>	\$1.10 per line
+ Network Solutions Includes: <sup>2</sup> Clinical Review, Implant Analysis, Line-Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation	24% of Savings
Minimum Transaction Fee <sup>2</sup>	\$3.30
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included
Check writing **7,500 checks annually if the check amount varies by 3%; CorVel will true up at the end of the year	\$19,500 annually \$2.60 per check

<sup>1</sup> Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification  
<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. Maximum fee per bill of \$15,000.00.

**Patient Management**

Description	Pricing
Telephonic Case Management Onsite Nurse*	\$131,000.00 per nurse
Admin Onsite Support	\$65,000.00 per associate
<sup>1</sup> Field Case Management*/RTW Coordinator	\$ 91.00 per hour
Task Assignment (Dr appointment, medical record gathering, hospital visits – limited to as needed basis)	\$495.00 per task
Utilization Review CWMP Peer Review/Dispute Resolution	\$120.00 per outpatient review + PA fee \$142.00 per inpatient review + PA fee Included in TCM onsite fee
Peer Review / Physician Advisor	
DC	\$350.00 per review
Neuro	\$450.00 per review
Psychic	\$500.00 per review
Ortho	\$400.00 per review
All others	\$350.00 per review

**Patient Management continued**

Description	Pricing
Specialty Services (Medicare Set Asides, Catastrophic and Life Care Planning)	\$164.00 per hour
Vocational Rehabilitation	\$109.00 per hour
Bi-Lingual Services *	\$ 99.00 per hour
Stress Debriefing	\$164.00 per hour

<sup>1</sup> Fees for Mileage at Current IRS Rates

**Clinical Pain Management**

Description	Pricing
Clinical Modeling	No charge for current customers
Physician Case Management	\$300.00 per hour*

\*Physician Case Management Administration rate at \$50 per hour.

**Pharmacy Solutions**

Description	Pricing
Retail Pharmacies	
Brand	AWP -14% + \$1.50 dispensing fee
Generic	AWP -50% + \$1.50 dispensing fee
Mail Order	
Brand	AWP -16% + \$1.25 dispensing fee
Generic	AWP -52% + \$1.25 dispensing fee
Clinical Modeling	
Integration of Pharmacy Data	Included
Dynamic Calculation/Display in Care <sup>MC</sup>	Included
Pharmacy Interventions	
Certified Pharmacy Technician	Included
Rx Nurse	Included
Nurse Management	Case Management hourly rate
Pharmacy Review - Per Review	\$405.00
Cognitive Behavioral Therapy - Per Hour	\$270.00
Medication Review - Per Hour	\$270.00

**Additional Managed Care Services**

Description	Pricing
24/7 Triage	\$95.00/incident
Assigned Local Account Management Staff	Included
EDI in CorVel Standard Formats	Included
EDI in Non CorVel Standard Format	\$5,000.00 programming fee
EDI fees for:	
Daily Transmissions	\$2,000.00/month
Weekly Transmissions	\$600.00/month
Monthly Transmissions	\$250.00/month
Training – Onsite and Online	Included
Technical Support	Included
Unlimited Access to System Website	Included
Monthly Standard Reporting	Included
Ad Hoc Report Programming	\$200.00 per hour
CareMC Access	Waived

**Ancillary Benefit Management Services**

Description	Pricing
Medical Imaging Services	Varies by State and Diagnostic
Independent Medical Exam	See 2023-24 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 2023-24 IME/Peer Fee Schedule
Transportation	Varies by State and Service
Translation	Varies by State and Service Level

2. Fees for Additional Professional Services: If Customer requires any additional professional services from CorVel relating to the Managed Care Services or the CareMC Application, including but not limited to integration of the CareMC Application with EDI or other Customer systems, Customer shall submit a written request to CorVel for such services. CorVel shall, in good faith, consider providing such services at its then-current professional services fee rate and standard terms and conditions.

3. Billing and Payments for Case Management. CorVel will invoice Customer monthly for all fees related to Case Management Services directly to the specific claims file. Billing for case management or any other professional services is based on actual time per activity. Activity is based on ten (10) minute, a sixth (.17) of an hour, units. Time billed that exceeds the base billing unit multiple, i.e., 10 minutes, 20 minutes, etc., will be converted to the next billing unit.

4. Fluctuations. The parties acknowledge and understand there may be market, industry, legal, governmental and regulatory activities or mistakes and miscalculations relating to the calculation of Fees (collectively, “Fluctuations”) that may alter the financial positions and expectations of either party as originally intended by such party when executing this Agreement. Either party may notify the other party of any Fluctuation and the parties agree to reasonably discuss a mutually agreeable amendment to this Agreement in order to adjust or re-align the Fees in accordance with the original intent of the noticing party. If a mutually agreeable resolution to a Fluctuation cannot be reached within thirty (30) days of the notice date, the noticing party may terminate the Agreement for convenience, subject to Section 8(B) of this Agreement’s General Terms and Conditions.

## 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.

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) 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 rights, 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 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.

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 Cause. Termination for convenience shall only occur if the Master Agreement is terminated for convenience.

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.

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

*(provided separately – to be attached)*

**EXHIBIT E**  
**Customer Insurance Coverage Limits**

Customer agrees that it shall keep in force at its sole expense comprehensive general liability insurance and professional liability insurance with coverage limits hereunder. Upon request by CorVel, Customer shall furnish CorVel with a certificate of such insurance. It is agreed that Customer shall be deemed in compliance by being self-insured under terms and conditions and with sufficient reserves as is customary within the industry for companies of comparable size with comparable operations.

Customer shall provide the following minimum insurance coverages during the term of the attached Agreement with an A rating.

General Liability: Commercial General Liability	
General Aggregate	\$2,000,000.00
Products – Comp/Op Aggregate	\$2,000,000.00
Personal & Adv Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (Any one fire)	\$1,000,000.00
Medical Expenses (Any one Person)	\$ 10,000.00
Automobile Liability	\$1,000,000.00
(Scheduled autos; hired autos; and non-owned autos)	
Auto physical damage: Comp\$500.00/Collision\$500.00	
Underinsured/Uninsured Motorist coverage	\$1,000,000.00
Excess Liability – umbrella form	
Each occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00
Workers’ Compensation and Employers’ Liability	
(Proprietor/Partners/Executive Officers are included)	
Employers’ Liability each accident	\$1,000,000.00
Employers’ Liability Disease Policy Limit	\$1,000,000.00
Employers’ Liability Disease Each Employee	\$1,000,000.00

Customer shall endeavor to notify CorVel if the insurance coverages are materially changed, cancelled or not renewable before the expiration of the insurance coverage with a prior written notice pursuant to its insurance policies.

**EXHIBIT F**  
**DATA PROTECTION ADDENDUM**

1. **DEFINITIONS.** The below terms shall have the following definitions in this Addendum. Any capitalized terms used in this Addendum but not defined herein shall have the meaning given in the Services Agreement. To the extent such terms are defined by Applicable Data Privacy and Protection Laws, the definitions as found in Applicable Data Privacy And Protection Laws shall control:
- A. “Applicable Data Privacy and Protection Laws” means all U.S. federal and state privacy, data protection and data security laws and regulations, as may be amended from time to time, that are applicable to the data Processed, collected, received, accessed, transmitted, disclosed or stored by the Parties under the Services Agreement.
  - B. “Authorized Employees” means CorVel’s employees who have a need to know or otherwise access Personal Information to enable CorVel to perform its obligations under the Services Agreement.
  - C. “Authorized Persons” means (i) Authorized Employees and (ii) CorVel’s contractors, Subprocessors, agents, outsourcers and auditors who have a need to know or are otherwise required to access Personal Information in order to enable CorVel to perform its obligations under the Services Agreement.
  - D. “Service Purpose” means CorVel’s administration, provision and performance of Services and related obligations to Customer under the Services Agreement. “Service Purpose” shall include any permitted “Business Purpose” activity permitted by Applicable Data Privacy and Protection Laws.
  - E. “Customer Data” means any data disclosed by Customer, or a third-party acting on Customer’s behalf, to CorVel, or collected by CorVel or its Authorized Persons on Customer’s behalf, under the Services Agreement. “Customer Data” shall include Customer Personal Information and Customer Confidential Information.
  - F. “Data Subject” means the identified or identifiable natural person to whom Personal Information relates.
  - G. “Data Subject Request” mean valid exercises of Data Subjects’ rights, such as to obtain, transfer, correct, delete, limit or control the Processing or use of Personal Information, as provided by Applicable Data Privacy and Protection Laws.
  - H. “Documented Instruction(s)” means any written communication authorized by Customer and provided to CorVel in order to instruct CorVel regarding (i) CorVel’s Processing of Personal Information, (ii) CorVel’s handling of a Data Subject Request or (iii) any notifications or disclosures relating to a Security Incident.
  - I. “Personal Information” means “personal data,” “personal information,” “personally identifiable information,” “personal health information,” “nonpublic information,” “personal financial information,” or similar such term, each as defined by Applicable Data Privacy and Protection Laws relating to CorVel’s collection, use, sharing, storage, transmission, and/or disclosure of data pursuant to the Services Agreement. “Personal Information” shall be limited to that data provided by Customer to CorVel for Processing or collected by CorVel or its Authorized Persons on behalf of Customer, pursuant to the Services Agreement.

- J. “Processing, Processes, or Process” means obtaining, recording, or holding Personal Information, or carrying out any operation or set of operations on Personal Information including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying Personal Information.
- K. “Security Incident” means any confirmed act or omission that compromises the security of a system that stores Customer Personal Information, or the physical, technical, administrative or organizational safeguards put in place by CorVel that relate to the protection of Customer Personal Information. The term “Security Incident” shall include any “security incident”, “data breach” or “security breach”, or other similar such term, impacting Customer Personal Information in the custody and control of CorVel that requires notification to Customer under Applicable Data Privacy and Protection Laws.
- L. “Subprocessor” means any other entity engaged by CorVel to assist CorVel in Processing Personal Information for the Service Purpose.

## 2. COMPLIANCE WITH APPLICABLE DATA PRIVACY AND PROTECTION LAWS.

### A. CorVel Compliance:

- a. To the extent applicable, Customer is disclosing Personal Information to CorVel, and CorVel is collecting Personal Information on behalf of Customer, only for the limited and specified Service Purpose. Pursuant to CorVel’s role as a “Service Provider”, “Processor,” or similar such term under Applicable Data Privacy and Protection Laws, CorVel agrees that it shall not:
  - i. sell or share Customer Personal Information, as “sell” and “share” are defined under the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act of 2020 (CPRA), § 1798.140 and applicable regulations;
  - ii. retain, use, or disclose Personal Information for any commercial purpose other than in furtherance of the Service Purpose;
  - iii. retain, use, or disclose CorVel Personal Information outside of the direct business relationship between CorVel and Customer unless expressly permitted by the CCPA or applicable regulations; or
  - iv. combine Customer Personal Information that CorVel receives from, or collects on behalf of, Customer with Personal Information that CorVel receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject unless CorVel is acting in both (a) furtherance of the Service Purpose and (b) compliance with Applicable Data Privacy And Protection Laws, including the CCPA enforcing regulations, as may be amended from time to time.
- b. CorVel acknowledges that, to the extent it is Processing Personal Information subject to the CCPA, such Processing is subject to the applicable provisions of the CCPA. CorVel acknowledges that it is obligated to provide the Data Subject the same level of privacy protection as is required of Customer by the CCPA.
- c. All Personal Information that is provided by Customer to CorVel, or that is otherwise collected or maintained by CorVel or its Authorized Persons on Customer’s behalf, pursuant to the Services Agreement shall be considered Customer’s Personal Information.

Customer shall have and retain all rights, title and interest in the Personal Information and CorVel shall have no rights with respect thereto, other than as specifically contemplated by the Services Agreement and this Addendum.

- d. CorVel shall notify Customer if CorVel makes a determination that CorVel can no longer meet its obligations under the CCPA with regards to Personal Information and, in the event of such determination, Customer shall have the right to take reasonable and appropriate steps to stop and remediate unauthorized use of the affected Personal Information.
  - e. Customer shall have the right to take reasonable and appropriate steps, as provided in Section 6, to ensure that CorVel is using Customer Personal Information in a manner consistent with Applicable Laws and this Addendum.
  - f. CorVel shall cooperate with Customer with regards to Data Subject Requests as provided in Section 7.
  - g. Customer is hereby notified that CorVel will engage its own service providers and contractors to assist CorVel in the processing of Customer Personal Information for the Service Purpose as provided in Section 4.
- B. Customer Compliance. Customer represents and warrants that all Customer Data provided to CorVel for Processing has been collected and provided to CorVel for Processing pursuant to the Services Agreement in compliance with Applicable Data Privacy and Protection Laws. With regards to Personal Information that Customer collects from a source other than CorVel or an agent of CorVel, Customer agrees to ensure that any notices and consents that are required by Applicable Data Privacy And Protection Laws for the collection of the Personal Information, achievement of the Service Purpose and the subsequent provision of the Personal Information to CorVel for Processing, have been provided or collected, as the case may be.
- C. Assessments. CorVel shall make available to Customer information that is necessary for Customer to fulfil its obligations under Applicable Data Privacy and Protection Laws, including where Customer is obligated under Applicable Data Privacy and Protection Laws to conduct a data privacy or security impact assessment. The Parties agree to cooperate with each other to promptly and effectively handle inquiries, complaints, audits, or claims from any court, governmental officials or supervisory authority(ies).

### 3. **PROCESSING OF CUSTOMER DATA.**

- A. Ownership of Personal Information. Personal Information is deemed to be Confidential Information of Customer.
- B. Protection of Personal Information. CorVel shall implement administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices and that are in compliance with Applicable Data Privacy and Protection Laws. At a minimum, CorVel's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Personal Information stored on any mobile media; (vii) encrypting Personal Information transmitted over public or wireless networks; (viii) logically

segregating Personal Information from information of CorVel or its other Customers; (ix) implementing appropriate personnel security and integrity procedures and practices; and (x) providing appropriate privacy and information security training to CorVel's employees.

- C. Data Storage. Customer acknowledges that, as of the effective date of the Services Agreement, CorVel's primary data storage facilities are in the United States. Customer authorizes CorVel, in connection with the provision of the Services, to make worldwide transfers of Personal Information to its affiliates and/or Authorized Persons so long as such transfer are in compliance with Applicable Data Privacy and Protection Laws. When making such transfers, CorVel shall ensure that appropriate protection and security measures are in place to safeguard the Personal Information transferred.
- D. Deidentification, Aggregation and Anonymization. Notwithstanding the other provisions of the Services Agreement, nothing shall prohibit CorVel and its Authorized Persons from creating or using aggregate, statistical and deidentified data generated or submitted through Customer's use or receipt of Services, provided that such data is (i) not individually identifiable to any individual person, (ii) not Personal Information and (iii) otherwise qualifies as deidentified or aggregated under Applicable Data Privacy and Protection Laws.
- E. Enhancement Of Services and AI Services. In order to facilitate the provision of Services, CorVel and its Authorized Persons may use Customer Data to the Services being provided to Customer, including by applying technologies and by developing and enhancing the efficiencies and means by which CorVel provides the Services to Customer, so long as such use is solely in furtherance of the Service Purpose.
- F. Return and Deletion of Personal Information. Upon termination or expiration of the Services Agreement and upon Customer's request, CorVel will promptly return Customer Personal Information (excluding CorVel system logs) in its possession, in an electronic format and media to be reasonably agreed upon by the Parties, and, within a mutually agreed upon time frame, not to exceed 60 (sixty) calendar days of Customer's request. If Customer requests deletion of Customer Data, CorVel shall delete Customer Data within a commercially reasonable timeframe following termination or expiration of the Services Agreement. However, CorVel may retain one copy of Customer Data as may be required by applicable laws or for audit purposes.

#### 4. **AUTHORIZED PERSONS.**

- A. Subprocessors. Customer acknowledges that CorVel may engage Subprocessors. CorVel agrees that such engagement shall be pursuant to a written agreement that complies with Applicable Data Privacy and Protection Laws and that provides a materially similar level of protection as required by applicable provisions of this Addendum. CorVel will ensure that any Authorized Persons applies appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information.
- B. Authorized Employees. During the term of each Authorized Employee's employment by CorVel, CorVel shall at all times cause Authorized Employees to abide strictly by CorVel's obligations under this Addendum and CorVel's standard policies and procedures.

## 5. SECURITY INCIDENT PROCEDURES.

- A. Security Incident Plan. CorVel agrees to implement and maintain a security incident plan covering how CorVel will detect and respond to Security Incidents and how CorVel will notify Customer of any confirmed Security Incident. CorVel further agrees to provide Customer with the name and contact information for an employee of CorVel who shall serve as Customer's primary contact and shall be available to assist Customer as a contact in resolving obligations associated with a Security Incident.
- B. Notification. CorVel shall notify Customer of a Security Incident within seventy-two (72) hours of CorVel confirming that a Security Incident has occurred.
- C. Investigation. CorVel shall use industry standard efforts to remedy any Security Incident and shall act in compliance with Applicable Data Privacy and Protection Laws. Promptly following CorVel's notification to Customer of a Security Incident, the Parties shall coordinate with each other to investigate the Security Incident. CorVel agrees to reasonably cooperate with Customer in Customer's handling of the matter and make available to Customer sufficient materials for Customer to comply with Applicable Data Privacy and Protection Laws. This provision shall not be construed as expanding Customer's audit rights under the Services Agreement or this Addendum. Notwithstanding the foregoing, CorVel shall have no obligation to disclose or make available any confidential or proprietary information of CorVel which is not directly related to the Services performed under this Agreement or which constitutes the confidential information of any third parties and shall have the right to redact or provide summary level reports to protect the confidentiality and security of other customers and third parties.
- D. Remediation. CorVel shall provide assistance with any obligation of Customer under Applicable Data Privacy and Protection Laws, as reasonably requested, to make notifications to the affected Data Subjects, regulatory authorities, or the public, regarding the Security Incident. CorVel shall not make any statement or notification to any Data Subjects who are the subject of the affected Personal Information, supervisory authority, or otherwise, regarding the Security Incident without the prior written approval of Customer. Nothing in this Section shall be construed to prevent CorVel from making notifications and disclosures (i) to an Authorized Person who is necessary for the mitigation, investigation or remediation of a Security Incident, (ii) as required by an applicable contract with such third-party (including CorVel's insurer or other customers), or (iii) as required by Applicable Data Privacy and Protection Laws, provided that CorVel shall not disclose the identity of Customer or that Customer Personal Information has been affected by the Security Incident unless required by Applicable Data Privacy and Protection Laws. CorVel shall have no liability or responsibility arising from CorVel's compliance with Customer's Documented Instructions, including with regards to notifying impacted Data Subjects, supervisory authorities or Customer's customers of a Security Incident.

## 6. CUSTOMER RIGHTS AND RESPONSIBILITIES.

- A. Customer Direction. Customer agrees that CorVel and its Authorized Persons will be acting at the direction of and on behalf of Customer with regards to the Processing of Personal Information to provide the Services pursuant to the Services Agreement.
- B. Customer Audit Rights. During the Term of the Services Agreement, CorVel shall keep accurate records relevant to the security controls and policies in place to protect Personal Information. 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 SSAE18 (SOC 2)

audit reports, which results shall be CorVel's Confidential Information. In addition, upon Customer's written request, no more than once per calendar year, CorVel shall make available summaries of security policies, security testing and security related audits via a secure video conferencing services or, in Customer's discretion, via a questionnaire submitted to CorVel by Customer, in order to demonstrate CorVel's compliance with this Addendum. Such reports, results and summaries will be considered Confidential Information of CorVel. Notwithstanding anything to the contrary herein or in the Services Agreement, in no event shall Customer be permitted to direct audit or testing of CorVel's information technology systems or an on-site of CorVel's facilities other than in direct relation to claim files related to the provision of Services under the Services Agreement.

- C. Customer Responsibility for Data. Unless required by Applicable Data Privacy and Protection Laws, CorVel shall not be required to verify information supplied to it by Customer, nor shall CorVel have the responsibility to verify, inquire, or investigate as to whether Customer has the right to utilize the Customer Personal Information provided to CorVel under this Agreement. Customer agrees that it has the responsibility for the accuracy, quality, completeness, and appropriateness of Personal Information that Customer, or for any third party acting on behalf of Customer, provides to CorVel. CorVel reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Personal Information, in CorVel's sole discretion, from any content provided to CorVel by Customer.

## 7. COOPERATION WITH DATA SUBJECT REQUESTS AND INQUIRIES.

- A. Data Subject Requests. Customer will, as soon as practicable after receiving a verified Data Subject Request regarding Personal Information Processed by CorVel, advise CorVel of the Data Subject Request. Customer will advise CorVel of the jurisdiction, controlling law, and response requirements for the Data Subject in the form of Documented Instructions. CorVel agrees to cooperate with Customer to comply with Data Subject Requests. CorVel will implement appropriate technical and organizational measures for the fulfillment of Customer's data privacy and protection regulatory obligations under Applicable Data Privacy and Protection Laws relating to Data Subject Requests. CorVel agrees to respond to Customer within thirty (30) calendar days or the time prescribed by Applicable Data Privacy and Protection Laws, whichever is shorter, in response to Customer's Documented Instructions relating to the handling of a Data Subject Request.
- B. Notification Of Direct Receipt. CorVel agrees to notify Customer of CorVel's direct receipt of Data Subject Requests as soon as practicable, but in all cases within ten (10) business days of receipt. Customer and CorVel will coordinate a course of action regarding the handling of such requests. Unless otherwise agreed by the Parties or as provided in a Documented Instruction, CorVel shall not take any action following its direct receipt of Data Subject Request other than to (i) confirm receipt of the Data Subject Request to the requesting individual and (ii) inform the Data Subject that the Data Subject should submit the request directly to Customer using the following contact information:

City of Oklahoma  
200 North Walker Avenue  
Oklahoma City, OK 73102  
Attn: La Veta Breath

- C. Record Keeping. CorVel also agrees to maintain records of Data Subject Requests for at least twenty-four (24) months, or as required under Applicable Data Privacy And Protection Laws,

whichever period is longer. Further, CorVel will reasonably cooperate with any audit or inquiry by any regulatory body with the authority to conduct such an audit or inquiry and will reasonably assist Customer at Customer's expense in cooperation with any such audit or inquiry.

## 8. SCOPE OF PROCESSING.

- A. Non-U.S. Data. The Parties agree that Customer Data is not contemplated to include data subject to the data privacy and protection laws of non-U.S. countries, such as "personal data" as defined under the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) Article 4 or the special categories of personal data as set forth in GDPR Article 9 (collectively, "International Data"). Customer shall immediately notify CorVel in the event that Customer Data is determined to contain International Data and the Parties agree to evaluate the applicability and implementation of an applicable data processing addendum and to execute the same, if necessary and mutually agreeable, as an addendum to this Agreement. Notwithstanding anything else in the Agreement or this Addendum, CorVel shall have no obligation to process International Data and may immediately destroy or return to Customer any International Data without penalty, responsibility or liability. CorVel shall have no responsibility to pre-screen Customer Data for compliance with this Section.
- B. Protected Health Information. The Parties agree that Customer Data is not contemplated to include "protected health information" as defined under Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160.103 ("Protected Health Information"). Customer shall immediately notify CorVel in the event that Customer Data is determined to contain Protected Health Information and the Parties agree to evaluate the applicability and implementation of a Business Associate Agreement and execute the same, if necessary and mutually agreeable, as an addendum to the Agreement. Notwithstanding anything else in the Agreement or this Addendum, CorVel shall have no obligation to process Protected Health Information and may immediately destroy or return to Customer any Protected Health Information without penalty, responsibility or liability. CorVel shall have no responsibility to pre-screen Customer Data for compliance with this Section.

## 9. LIMITATION OF LIABILITY AND INDEMNIFICATION.

- A. Indemnification. Except as modified by this Section 9, the indemnification obligations of CorVel and Customer shall be those set out in the Services Agreement.
- B. Limit of liability. Nothing in this Addendum shall be construed to extend CorVel's liability under the Services Agreement beyond the liability contemplated by the Services Agreement's Liability Cap section.

**10. APPLICATION OF SERVICES AGREEMENT TERMS.** To the extent of conflict between the terms of the Services Agreement and the terms of this Addendum, the terms of this Addendum shall control. All other terms and conditions of the Services Agreement shall remain in full force and effect.

**11. DISPUTE RESOLUTION.** Unless prohibited by Applicable Data Privacy and Protection Laws, the Parties agree that any disputes under this Addendum will be governed by the Dispute Resolution provision of the Services Agreement.

**12. CHANGES IN LAW.** To the extent required, the Parties will undertake to reasonably re-negotiate this Addendum to reflect changes made to a Party's obligations under Applicable Data Privacy and Protection Laws. The Parties acknowledge that substantial changes to a Party's obligations may be

subject to changes in fees for the Services or alteration in the manner and means by which CorVel performs the Services.

## **EXHIBIT G**

### **CorVel Healthcare Corporation**

#### **Oklahoma Certified Workplace Medical Plan Amendment To the Managed Care Services Agreement**

This Exhibit G is made to amend the Services Agreement (the “Agreement”) with an Effective Date of October 18, 2023, by and between City of Oklahoma (“Customer”) identified therein and CorVel Healthcare Corporation (“CorVel”) for the purpose of bringing the Agreement into compliance with Title 310 Oklahoma State Health Department and the Workers’ Compensation Code, effective August 26, 2011. This Amendment shall become effective on October 18, 2023, and applies only to services requested by Customer to be provided by CorVel under the Act for the arrangement for the provision of treatment and services to injured workers. In the event any conflict arises between the Agreement and this Amendment or the Act, the provisions of the Act will control. This Amendment is entered into in accordance with Paragraph 12(G) of the Agreement.

## **RECITALS**

**WHEREAS**, CorVel is in the business of providing managed care services to Customers which are payors within the Oklahoma Workers’ Compensation system pursuant to the Act; and

**WHEREAS**, CorVel will offer those services (“Network Services”) to Customers as a certified workers’ compensation network (the “Network”) in Oklahoma as a Certified Workplace Medical Plan and CorVel intends to engage in the development and marketing of medical cost containment programs to Customer; and

**WHEREAS**, Customer desires to retain CorVel to provide Network Services for the benefit of Customer and its insureds and/or their injured employees; and

**WHEREAS**, CorVel desires to be so retained by Customer to provide Network Services, all under the terms and conditions set forth in the Agreement, this Amendment and in accordance with Oklahoma state law (Title 85A O.S. Section 64),

NOW THEREFORE Customer and CorVel agree as follows:

### **1. DEFINITIONS**

Whenever used in this Amendment, the following terms shall have the definitions contained in this paragraph:

1.1 Amendment is the Certified Workplace Medical Plan Amendment, appropriate and exhibits, hereto.

1.2 Plan means a managed health care plan for work injuries defined in the Workers' Compensation Act, Title 85A of the Oklahoma Statute and certified by the Oklahoma State Department of Health.

1.3 Covered Medical Services. Those medical services compensable under the Workers' Compensation Act (Title 85A).

1.4 Emergency is a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in causing serious impairment to bodily functions, serious and permanent dysfunction of any body organ or part or cause other serious medical consequences which include placing the Enrollee's health in jeopardy.

1.5 Grace Period. Payment is due thirty (30) days after receipt of an accurate invoice. There is no grace period.

1.6 Participating Provider(s) is a person, group practice, or health care facility, who or which holds required and appropriate licenses, registrations, and certificates to either practice medicine or to employ properly licensed individuals who are qualified to provide the services as described herein and who or which is bound by an agreement as Participating Provider of PPO Network/CorVel access network.

1.7 Participating Hospital is a hospital or an acute care facility, which has entered into an agreement with CorVel.

1.8 Quality Assurance is a program established by CorVel, which is intended to review those services rendered by a Participating Provider to determine if such services fall within the practice limits of provider's specialty, meet the applicable standards of care, and are within the accepted protocols as established by either the Customer and/or CorVel, and any regulating bodies or government agencies at the state and federal level.

1.9 Service Areas shall be defined as the geographic area to provide adequate coverage for Customers and Enrollees as defined by statutes.

1.10 Utilization Management is a program established by CorVel which seeks to promote the efficient use of resources and assure that the Covered Medical Services provided to Enrollees, whether inpatient or outpatient, are or were medically necessary, provided in a cost-effective manner, and delivered in a manner designed to maintain a high quality of health care.

1.11 Dispute Resolution is a formal process for resolving non-legal issues regarding Customer's claimant's claims when informal solutions are unsuccessful.

1.12 Grievance Process is a formal process for resolving non-medical grievances regarding Customer's claimant's claims between CorVel and an Insurer.

## **2. AMENDMENTS**

2.1 NETWORK SERVICES. The Third-Party Claims Administration Services and Managed Care Services are referred to in Section 1B of the Agreement for services other than services to injured workers' subject to the Oklahoma State Health Department and the Workers' Compensation Act SB1062 effective February 1, 2014 are provided to Customer in accordance with the terms and conditions set forth hereunder.

2.2 FEES. Fees shall be billed and paid in full accordance with Section 2A of the Agreement.

2.3 REPRESENTATIONS, WARRANTIES AND COVENANTS OF CORVEL. The representations, warranties and covenants of CorVel shall be in accordance with Section 4 of the Agreement.

2.4 LIMITATION OF LIABILITY. The limitation of liability shall be as set forth in Section 6 of the Agreement.

2.5 INDEMNIFICATION. Indemnification of the parties shall be as set forth in Section 7 of the Agreement.

2.6 CONFIDENTIALITY. Section 9 of the Agreement is amended to provide additionally that this Amendment and the Agreement are confidential and are not subject to disclosure as public information under Oklahoma's Open Records Act Title 51, Oklahoma Statutes §24A.10(A)(B)(1)(2)(3)(C)(1). In all other respects, Confidentiality shall be governed by Paragraph 9 of the Agreement, which provisions shall govern both Customer and CorVel as therein described.

2.7 DISPUTE RESOLUTION. Any dispute that arises under the Agreement or this Amendment shall be resolved pursuant to the terms of Section 11 of the Agreement.

2.8 GENERAL PROVISIONS. The general provisions set forth in Section 12 of the Agreement govern this Amendment in all respects.

## **3. OBLIGATIONS OF THE CUSTOMER**

3.1 Administrative Duties. Customer agrees to provide to CorVel within thirty (30) days after receipt of written request, any required documentation necessary to meet the obligations of the Certified Workplace Medical Plan ("CWMP").

Customer shall use reasonable efforts to assist CorVel in obtaining historical medical data where that information is needed to completely evaluate the patient's condition and treatment.

3.2 Bill Repricing. Customer must provide CorVel all bill repricing for PPO discounting and Pharmacy processing. CorVel will reprice all provider bills pursuant to their

provider agreement. CorVel will furnish the Customer with the original bill and the repriced amount for payment to the Participating Provider, within two (2) business days after receipt of the bill from Customer.

3.3 Education. Customer will request that the policy holders who elect the CWMP, CorVel, provide each employee education about the CWMP by providing each employee with:

a. printed information provided by CorVel which describes the CWMP, CorVel, and the rights and responsibilities of the Enrollee,

b. an opportunity to review the CorVel Provider Directory

c. the CorVel toll-free telephone number, for questions about the CWMP or medical treatment rendered to the employee under the Plan.

3.6 First Notice of Loss. CorVel shall be given first notice of loss within one (1) business day of occurrence unless the injury constitutes an emergency in which case, the provisions of Section 4.8 will prevail.

3.7 Provider Payment. Customer agrees to reimburse Participating Providers within thirty (30) days of receipt of a processed, compensable, undisputed claim, or within the guidelines of the State of Oklahoma. Customer further agrees to provide the Participating Provider and CorVel of notification of non-payment within thirty (30) days of determination that the claim is non-compensable.

3.8 Provisions of the Contract. Customer agrees to abide by all provisions of this Amendment and to act in good faith in carrying out their obligations under this Amendment.

#### **4. OBLIGATIONS OF CORVEL**

4.1 Compliance with Quality Assurance and Utilization Management Programs. CorVel's Participating Providers will cooperate and coordinate with CorVel's quality assurance and utilization management programs including pre-certification, if applicable, and to comply with CorVel's request for information/documentation of services provided in performing such functions. Participating Providers also agree to cooperate with CorVel in developing return-to-work goals, as applicable.

4.2 CorVel will use its best efforts to assure payment and to prevent retrospective denial of payment for Covered Services by Customer on those inpatient admissions which were approved by CorVel staff, provided that any information received by telephone used to certify the admission is substantiated by medical record documentation.

4.3 Credentialing. CorVel shall assure that all Participating Providers have met minimal credentialing standards. CorVel, upon request, shall provide Customer with a copy of the written credentialing standards.

4.4 Considerations. CorVel will use its best efforts to ensure that the Participating Provider discusses all concerns, dissatisfactions, or disagreements pertaining to participation in this Amendment directly with CorVel and not with Enrollees. This section is not intended to restrict Participating Providers from discussing Enrollee medical condition and treatment with the Enrollee.

4.5 Data Standards. CorVel will comply with minimum data field requirements, to include system capability for data transfers by disk transfer and shall include identification of charges, savings, compensable claims and other data.

4.6 Directories. CorVel will print information about Participating Providers in a directory for distribution under the name of CorVel.

4.7 Education. Within the first thirty (30) days of this Amendment, CorVel will inform Participating Providers of the new relationship between CorVel and Customer and the specifics and procedures of the CWMP and this Amendment.

4.8 Emergency Care. An injury requiring emergency services shall be treated immediately by a CorVel provider or a non-CorVel provider without authorization. CorVel must be notified within a 24-hour period during business hours for authorization for continuing treatment. In the event the injury occurs during a holiday or during weekend hours, CorVel must be notified during normal business hours on the next business day.

4.9 Fair Trade. PPO Network/CorVel represents that the contracts between PPO Network/CorVel and Participating Providers do not violate any antitrust or federal/state fair trade laws.

4.10 Non-discrimination. CorVel will use its best efforts to ensure that Participating Providers do not discriminate in the provision of Covered Medical Services to Enrollees because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age, and to render Covered Medical Services to Enrollees in the same manner, in accordance with the same standard, and within the same time availability as offered to other patients.

4.11 Out of Service Areas. In the event the Enrollee requires treatment while outside of the service area, CorVel must be notified within one (1) business day for authorization for continuing care.

4.12 Responsibilities. Upon request CorVel agrees to arrange for the provision of Covered Medical Services in the geographic areas covered by this Amendment and Agreement. CorVel further agrees to provide information about Participating Providers, and when necessary to refer for additional treatment or for admission to a hospital, to utilize other Participating Providers and Hospitals as much as possible within state mandated guidelines.

4.13 Standards. CorVel will require Participating Providers to be duly licensed and certified under the laws of the state where medical services are to be rendered throughout the term

of this Amendment and to maintain medical staff membership and applicable clinical privileges at one or more Participating Hospitals within the service area.

4.14 Administration. CorVel, in coordination with Customer will provide all administrative services under this Amendment. In addition, CorVel will be responsible for providing Quality Assurance and Utilization Management Programs as defined by the Certified Workplace Medical Plan.

4.15 Education. CorVel will coordinate a program to educate Enrollees injured employees, employers, and insurers regarding the Plan Benefits Features, Employee Rights and Responsibilities.

4.16 Medical Care Criteria. Nothing in this Amendment is intended to create any right for CorVel to interfere in any manner with a Participating Provider's judgment, or the method or means by which medical services are rendered to Enrollees.

4.17 Notification. CorVel will maintain a toll-free line for Enrollees and for Customer to request these services. This notification and process will be accessible via a toll-free "800" telephone line, Monday through Friday, 8:00AM to 5:00PM CST. At other times, an individual designated by the policyholder will instruct the Enrollee in obtaining medical care.

4.18 Provider Listings. CorVel will assist the Customer in notifying its Enrollees of providers' participation by listing Participating Providers' name, address, telephone number, and medical specialties in the CorVel roster of Participating Providers. CorVel shall also encourage Customers and Enrollees to utilize Participating Providers.

4.19 Provider Payment. CorVel agrees to advise Customer of its obligation to reimburse Participating Providers within thirty (30) days of receipt of a processed, compensable claim, or within the guidelines of the State and to assist Participating Providers in settling any payment disputes with Customers participating with CorVel.

4.20 Bill Review. CorVel agrees to supply the Customer, at no additional cost, and in accordance with the Customer's specifications, a transmission of the result of its bill review activities which would permit Customer to automatically generate provider reimbursements. Such data shall be provided as to further allow for the application of Bill Review fees to the individual claim file, the preparation of insured specific savings reports and the reimbursement of Bill Review fees, or other applications at the Customer's discretion.

4.21 Improper Reimbursement. CorVel will request any Participating Provider who is improperly reimbursed pursuant to its agreement with CorVel, for unauthorized medical services, to remit such improper reimbursement to payor within thirty (30) days of notice. CorVel will request any Participating Provider who has been compensated by Enrollee for services subsequently paid for by payor to remit payment to the Enrollee.

## 5. COMPENSATION

5.1 Risk Assumption. It is expressly understood that the Customer retains the responsibility for payments and payment decisions. CorVel is not the payor, guarantor, or underwriter of the Customer's providing benefits to the Enrollee injured patient and assumes no risk or responsibility for payment to Participating Providers.

## 6. MEDICAL RECORDS

6.1 Medical Records Maintenance. CorVel shall require that Participating Providers maintain and provide such medical records and relevant claims information as are consistent with state and federal laws. Medical records shall be in such form, contain required information, and be preserved for seven (7) years or more, all as required by Oklahoma and/or federal law.

6.2 Quality Assurance and Utilization Management Documentation. CorVel shall also require the Participating Providers to provide such records and information as are necessary for the administration of CorVel's Quality Assurance and Utilization Management programs.

6.3 Right to Inspect. CorVel shall require that Participating Providers provide access and copying privileges at reasonable times upon request by CorVel, or any regulatory government agency, to inspect facilities, equipment, books, or records relating to the performance of this Amendment, including but not limited to, Enrollee patient records, and financial records pertaining to Enrollee accounts. CorVel may conduct periodic inspections of its Participating Providers to ensure compliance.

## 7. CONFIDENTIALITY

7.1 Medical Records. All parties to this Agreement shall safeguard the confidentiality of Enrollee medical records and treatment, in accordance with state and federal law. Such information shall be kept confidential and not disclosed to any person or entity, except with the express consent of Enrollee injured patient, authorized by law, or otherwise provided in this Agreement.

7.2 Other Information. All parties to this Agreement acknowledge that information regarding Participating Providers', and CorVel's business operations, including, but not limited to, procedures, programs, data information, customer lists, marketing plans, and reimbursement schedules are proprietary and confidential, and agree to hold such information in strict confidence and not to disclose such information to any third party, except as required by law.

## 8. TERM OF AGREEMENT

8.1 Term of Agreement. The initial term of this Agreement shall commence on the date of execution for a one-year period, and automatically renew every year thereafter, unless terminated subject to the provisions outlined in Section 9 of this Agreement.

## 9. TERMINATION OF AGREEMENT

9.1 Termination due to Breach. Termination may be initiated by either party based on the other party's breach of or default in the performance of any provisions, conditions, or covenants herein, if such breach is not corrected within thirty (30) days of written notice by the party giving notice of the breach.

9.2 Termination Without Cause. This Agreement may be terminated by mutual agreement or without cause by either party upon sixty (60) days written notice to the other party.

9.3 Access to Records Upon Termination. Notwithstanding termination, CorVel shall continue to have access to medical records for a period of five (5) years or for the time applicable under the law of the State by which this Agreement is governed, whichever is greater, from the date of provision of Covered Medical Services to Enrollees to which the records refer. The obligations of confidentiality and indemnification shall survive the expiration or earlier termination of this Agreement.

9.4 Continuation of Provisions. All parties are obligated under the provisions of this Agreement to pay for any services rendered prior to the termination of the Agreement. If an enrollee is, at the time this Agreement is terminated, an inpatient at a hospital, or receiving care from any provider under contract with the Certified Workplace Medical Plan, such enrollee shall be accorded all benefits due under the Plan.

## 10. REINSTATEMENT OF AGREEMENT

10.1 Reinstatement of Contract. Agreement may be reinstated by mutual agreement of the parties at any time.

## 11. RESOLUTION OF DISPUTES

11.1 Dispute Resolution. CorVel's Participating Providers agree to meet and confer in good faith to resolve any problems or disputes that may arise related to *medical care* under this Agreement according to the Certified Workplace Medical Plan dispute resolution procedure. The dispute resolution will apply to issues related to medical care under the plan be attempted to be resolved within ten (10) days after receipt, unless information is not available in the normal course of business. If the dispute arises and if not resolved within (10) days, the employee may pursue remedies in the Workers' Compensation Court. An injury requiring emergency services shall be treated immediately without regarding the ten- (10) day dispute resolution period.

11.2 Grievance Process. Any *non-medical* grievances can be filed by the enrollee, employer, insurer, insured or provider and will be attempted to be resolved within ten (10) business days of the initial notification between a CorVel representative and an Insurer representative. Any non-medical grievances not resolved within the allotted time will be settled by an independent third party mediator.

## 12. PROVIDER NETWORK

12.1 Provider Network. PPO Network/CorVel has established and agrees to maintain a network of hospitals, ancillary providers, and physicians throughout the State of Oklahoma.

12.2 Material Changes in Contract(s). PPO Network/CorVel shall consult with and give thirty (30) days advance written notice to Insurer regarding any proposed material changes in the provider contract specifications. The State Health Department will be given notification of any addition or termination of network providers at least thirty (30) days before such addition or termination takes effect.

## 13. GENERAL PROVISIONS

13.1 Governing Law. This Amendment shall be governed in all respects by the applicable laws of Oklahoma.

## EXHIBIT A – CORVEL FEES

### NETWORK SOLUTIONS

*CorVel will audit provider bills for inappropriate billing which may include upcoding, unbundling, fractured coding, duplicate billing and medically unnecessary services. The provider bill will then be repriced in accordance with the Oklahoma Workers' Compensation Fee Schedule. CorVel may perform Usual and Customary (UCC) audits if there is a CWMP. Additionally, CorVel will mail all Explanations of Review to the Medical Providers when no payment is being recommended.*

Pricing is calculated on a per bill rate:

**pursuant to the Services Agreement**

### CorVel PPO

*After auditing and repricing the provider bill to the Oklahoma Workers' Compensation Fee Schedule, CorVel will reprice the bill to the allowable charge according to the CorVel Preferred Provider Fee Agreements. CorVel will receive 19% of any reduction from the Oklahoma Workers' Compensation Fee Schedule allowable charge to the CorVel Allowable Charge*

### CASE MANAGEMENT (Includes Early Intervention)

#### **EARLY INTERVENTION**

#### **Qualification**

Referral must be referred to Early Intervention within three business days of the date of injury. Referrals exceeding three days will be handled as telephonic case management.

Referrals that are catastrophic in nature, after case managers initial investigation (if not obvious upon notice of injury), will be referred on to field case management based on recommendations by the case manager and authorization by the adjuster.

#### **Billing**

Case Management will be billed for actual time units of 1/6 hour. Unless otherwise agreed to, we will not accept any other minimum transaction time.

Billing guidelines as outlined for Field/Telephonic Case Management will be followed.

**Telephonic or Field Medical Case Management by RN**                      **pursuant to the Services Agreement**

**Mileage**    **Actual mileage/IRS rates apply**

**APPROVED** by the Council and by the Mayor of The City of Oklahoma City this 19<sup>TH</sup> day of DECEMBER, 2023.

**ATTEST:**

Amy K Simpson  
City Clerk



David Holt  
Mayor

**APPROVED** by the Trustees and **SIGNED** by the Chairman of The Oklahoma City Municipal Facilities Authority this 19<sup>TH</sup> day of DECEMBER, 2023.

**ATTEST:**  
Amy K Simpson  
Secretary



David Holt  
Chairman

**REVIEWED** for form and legality.

Richard E Mahoney  
Assistant Municipal Counselor