

AMENDMENT #2

This Amendment is entered into and made effective as of this October 13, 2020 (the “Effective Date”) by and between CorVel Healthcare Corporation and CorVel Enterprise Comp, Inc., (collectively “CorVel”) and City of Oklahoma (Oklahoma City Municipal Facilities Authority) (“Customer”).

Whereas, CorVel and Customer entered into the Managed Care Services Agreement with an Effective Date of October 23, 2018 as amended (the “Agreement”) pursuant to which CorVel agreed to provide Customer with certain managed care; and

WHEREAS, CorVel Enterprise Comp, Inc., a wholly owned subsidiary of CorVel Corporation, shall be the entity hereunder providing the third party claims administration services and CorVel healthcare Corporation shall be the entity providing its managed care services to Customer pursuant to the Agreement; and

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to amend Agreement as set forth herein:

- **Amend the Agreement adding the following Managed Care Services at the following fee:**

CorVel shall provide a full time equivalent dedicated Case Nurse Manager through its MMU (medical monitoring unit), purpose is to ensure the health and safety for the Customer’s work force by identifying exposure to COVID-19 for employees whether on or off duty and for those have fallen ill and/or tested positive and/or traveled to higher risk places. Unit is available 6AM CST to 6PM CST Mon-Friday excluding holidays.

Assessment Screening for Return to Work

Based on CDC guidelines, CorVel’s dedicated Nurse Case Manager will review supervisor reports and follow-up as needed with supervisors and employees providing guidance on potential exposures, self-isolation, testing, and return to work. This service is provided to the employer to accommodate return to work. The Nurse Case Manager will refer employees to the City’s COVID_19 testing facility if they or their household members meet testing criteria as defined by the City

Description	Pricing
Dedicated On-Site Case Manager	\$120,000.00 Annually

Customer shall pay all invoices as submitted within thirty (30) days of receipt of invoice

- **Amend the Agreement adding the following Third-Party Claims Administration Services as described hereunder in the attached Exhibit A to this Amendment and at the following fees effective October 1, 2020:**

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

City of Oklahoma (Convert to TPA Agreement NCM Pricing) to TPA Services Agreement 09-4-20 CLEAN

Workers' Compensation Claims Administration

Description	Pricing
Life of Contract Handling Fee - Per Claim ²	
Medical-Only	\$160.00
Indemnity ¹	\$995.00
Tail Claims	\$399.00
Indexing and OAFC Compliance	\$15.00

¹ Claim fee applies to OK


² CorVel Healthcare, Inc.'s managed care services must be used for all claims administered by CorVel.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, CorVel and Customer have caused this Amendment to be executed by the persons authorized to act in their respective names.

CORVEL HEALTHCARE CORPORATION

CITY OF OKLAHOMA

By:  _____
DocuSigned by:
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By: See Signature Page Attached

Print Name: Brandon O'Brien

Print Name: _____

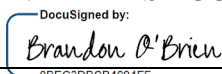
Title: CFO

Title: _____

Date Signed: 9/22/2020

Date Signed: _____

CORVEL ENTERPRISE COMP, INC.

By:  _____
DocuSigned by:
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Print Name: Brandon O'Brien

Title: CFO

Date Signed: 9/22/2020

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City of Oklahoma (Convert to TPA Agreement NCM Pricing) to TPA Services Agreement 09-4-20 CLEAN

ADOPTED by the Trustees and **SIGNED** by the Chairman of The Oklahoma City
Municipal Facilities Authority this 13th day of October, 2020.

ATTEST:

Travis Kersy
Secretary



David Holt
Chairman

REVIEWED for form and legality.

Wiley L. Williams
Assistant Municipal Counselor

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma
City on this 13th day of October 2020.

Travis Kersy
City Clerk



David Holt
MAYOR

EXHIBIT A

Workers' Compensation Claims Management Services Terms and Conditions

I. DESCRIPTION OF WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES

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

II. DELIVERY OF FIRST REPORT OF LOSS SERVICES

- (a) CorVel shall provide First Report Services to Customer upon receipt by CorVel of specific requests from Customer. Prior to the implementation of CorVel First Report Services and as required during the Term of this Agreement, Customer may provide CorVel with instructions regarding the scope and extent of the First Report to be performed by CorVel. Absent such instruction, CorVel First Report Services shall be performed as described below.
- (b) Customer shall initiate First Report Services by (i) entering such information online through CareMC, (ii) calling CorVel via a toll free number provided by CorVel, or (iii) faxing such information to the CorVel intake specialist. Customer or the Customer representative entering such information on CareMC, making such calls, or faxing such information shall provide CorVel with all information required to complete the First Report of Loss form required by the applicable state ("Required Information"). Required Information generally includes the following: name/address of claimant, date of incident, description of injuries, social security number, date of birth, employer, salary, and other descriptive information reasonably required by CorVel, and may include information required by applicable statute (e.g., employer TIN). CorVel shall (i) provide sufficient staff to handle all incoming calls, and (ii) be prepared to complete First Report of Loss forms for all applicable states.
- (c) Once the Required Information is validated and confirmed by a CorVel representative, First Report of Loss forms will be made available to Customer through the CareMC Application. CorVel will, upon request of Customer, provide a hard copy of the completed First Report of Loss form to the Customer. An electronic copy shall be available to Customer via CareMC. To the extent permitted by the applicable state industrial accident board or commission, the Required Information shall be transmitted electronically.
- (d) To the extent required by applicable statute or otherwise agreed in writing by CorVel,

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CorVel will file additional reports on earlier-filed First Reports of Loss (“Subsequent Reports”).

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

III. DELIVERY OF CLAIMS MANAGEMENT SERVICES

- (a) Customer shall arrange so that all claims and all related bills of any type, as well as all other correspondence that Customer receives relating to such claims, are sent directly to CorVel. CorVel shall perform all of the following “Claims Services” in connection with each portion of a Claim related to Workers’ Compensation benefit payments shall be defined as:

Claims requiring work beyond the standard scope for each claim type will be invoiced at the next higher rate. The following section indicates the basis for the categorization of claims fees. You will be provided with reports that provide full transparency of the fees invoiced.

- Record Only – system notation of an event that does not require any claims handling, including contact or investigation. These are used solely for the purpose of record keeping.
- Medical Only – claims where time-off does not exceed the state waiting period and the scope of work is within the parameters noted in the Pricing section (“Fees”), Exhibit B.
- Indemnity – claims not otherwise classified as either Record Only or Medical Only.

All Claims Services provided by CorVel under this Agreement shall be performed in accordance with the guidelines set forth in Sections II-IV of this Exhibit A:

- (i) CorVel shall immediately assign each new Indemnity Claim and Medical Only Claim to CorVel’s designated claims professional.
- (ii) Utilizing CorVel’s CareMC Application or other applicable CorVel Online System, CorVel shall maintain a chronological record of all Claims Services performed by CorVel.
- (iii) CorVel shall make all filings related to Indemnity Claims and Medical Only Claims with the appropriate state Workers’ Compensation regulatory authorities.
- (iv) CorVel shall maintain a complete and accurate claim file for each Indemnity Claim and Medical Only Claim.

- (v) CorVel shall perform reasonable and necessary administrative and clerical work including, without limitation, the following:
 - (A) Investigate all Indemnity Claims and Medical Only Claims. .
 - (B) Determine and evaluate any coverage and/or compensability issues and provide Customer with appropriate recommendations and advice regarding the same.
 - (C) Adjust, handle, or settle to a conclusion those Indemnity Claims and Medical Only Claims that CorVel believes the Customer is legally obligated to pay under applicable state law and regulations, and in accordance with the authority granted to CorVel by Customer under the Agreement.
 - (D) Prepare checks for payments of Indemnity claims, Medical Only Claims and Allocated Loss Adjustment Expenses.
 - (E) Prepare documents as necessary to close out Indemnity Claims and Medical Only Claims.
- (b) CorVel shall process claims and process the disbursement of benefit payments to claimants and providers entitled to such payments from Customer. Funding for the payment of all benefits to claimants, providers, vendors and “allocated loss adjustment expenses” (as defined below) is the sole responsibility of Customer and Customer agrees to be liable for and fund all proper claims processed by CorVel. Such payment shall be made through a bank account established by CorVel. There shall be one account established for claims relating to both First Reports of Loss arising on or October 1, 2020 (the “bank account”). CorVel shall provide Customer with a check register in a mutually agreed format for each check run drawn on a bank account prior to mailing of the checks. CorVel also will provide Customer information as necessary for Customer to prepare periodic bank account reconciliation reports. Customer agrees to pay into the bank account funds sufficient to pay approved claims and to maintain the advance deposit set forth below and to provide CorVel with such authorizations as shall be necessary to make the required instruments valid claims against Customer.
 - (i) Customer shall maintain funding into the bank account in an amount equal to as agreed to under the special handling instructions.
 - (ii) Allocated loss adjustment expenses (“ALAE”) generally encompasses costs which can be directly allocated to a particular claim. As used herein, that term shall include, but not necessarily be limited to, the following: claim adjustment costs and expenses incurred by CorVel or its subcontractor and allocated by CorVel to the investigation, adjustment and settlement or defense of a claim for benefits, including, without limitation, attorneys’ fees and disbursements; pre- and post- judgment interest; court reporter services and transcripts; deposition charges and transcripts; fees for service of process or summons; court costs; courier/express mail; appeal bonds and filing fees; travel, printing costs related to trials and appeals; witness and expert fees and expense; alternate dispute resolution fees and expense; mediation fees and expense; arbitration fees and expense; ombudsman fees and expense; medical examinations and reviews to determine issues such as causal connection, length or extent of disability, degree of permanency, and other issues related to determining liability of the Customer; laboratory costs; engineering fees and expense; autopsy fees and expense;

independent adjuster and private investigator fees and expense; surveillance and activity checks; photography; fees and expense related to the defense of controverted or litigated claims, including subrogation recovery; medical cost containment expense including, but not limited to, medical bill auditing expenses, hospital and other treatment utilization reviews, including precertification/preadmission and concurrent or retrospective reviews; peer reviews; preferred medical provider network or similar organization expenses; medical fee review panel expense; pharmacy benefit management expense; drug testing expense; indexing fees; expense and fees related to Medicare set aside agreements; vocational rehabilitation or return to work expense; telephonic and field medical case management expense; fees and expense for reproduction of medical and/or hospital records; fees for police reports, birth certificates, death certificates, OSHA reports and other similar regulatory authority reports; copying fees assessed by a vendor other than TPA; translation services; legal bill audit expenses; other costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Customer; and other expenses that are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services that are required to be performed by statute or regulation. Unless expressly stated as a separate fee or otherwise included within Corvel's service fees, each of the above ALAE items is subject to reimbursement at the rate charged.

- (c) CorVel shall provide Customer with payment services through Check Writing services in accordance with specifications mutually agreed by Customer and CorVel.
 - (i) The checks referred to in Section II (d) will be drawn on CorVel's account at Wells Fargo Bank, Portland, Oregon or CorVel's account at such other bank as the parties of this Agreement may mutually accept, as evidenced by a letter or written document signed by both parties (hereafter, the "Bank"), with Customer identified on each check as the insurer or any insurance carrier as such may be required. Check Writing services shall also include IRS form 1099 filing and associated follow-up, bank reconciliation, and bank fees specifically related to such processing if Customer is using CorVel's bank account. Otherwise, such services will be subject to an additional fee.
- (d) CorVel agrees to provide the following services to Customer relating to the processing and payment of claims:
 - (i) to receive claims and process payment of benefits in accordance with applicable State(s) program guidelines required for the payment of workers' compensation claims;
 - (ii) to correspond with the claimants, providers of services and vendors if additional information is deemed necessary to complete the processing of claims;
 - (iii) to determine the amount of benefits payable;
 - (iv) to provide notice to claimants as to the reason(s) for denial of benefits (when such are denied) and to provide for the review of such denied claims;
 - (v) to receive and process for payment claims for benefits incurred prior to the Effective Date in consideration for the separate fees established in Exhibit B; and

- (vi) at Customer's request, to provide specified additional services for such fees as the parties mutually agree;
- (e) Subject to applicable law, all claims files, data, systems and records and associated documents and notices regarding the administration of claims and provision of services pursuant to this Agreement and the payment of claims and allocated loss adjustment expenses, may be audited, examined, and copied by Customer, its representatives, excess carriers, reinsurers or any state insurance department or other regulatory body that so requires, at Customer's expense, at any time or times during CorVel's normal business hours and with not less than thirty (30) days advance notice.
- (f) CorVel is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Customer, nor shall CorVel and Customer be deemed partners, joint venturers or governed by any legal relationship other than that of independent contractor as set forth herein. CorVel does not assume any responsibility for the adequacy of the funding of benefits or any act or omission or breach of duty by Customer.
- (g) CorVel is not in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under Customer's workers' compensation program.
- (h) CorVel may rely on instructions received from such person or persons as Customer may from time to time designate in writing, provided that no such instruction may vary the terms of this Agreement.
- (i) CorVel shall consult and cooperate with Customer with respect to any loss or claim resulting in a lawsuit being instituted against Customer. Nothing in this paragraph shall be construed in any way as a waiver by CorVel of any attorney/client, work product or other applicable privilege with respect to any materials or documents prepared by CorVel or its counsel in anticipation of litigation.
- (j) CorVel shall assist, cooperate and participate with Customer, carriers and reinsurers in connection with claim reviews and audits and catastrophic injury claim analysis and excess claim related reporting.

IV. SERVICE CRITERIA, STANDARDS AND GUIDELINES

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

V. Investigation: Completed and documented within 30 days from date of assignment.