

**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 identified below ("Customer") to govern Customer's rights to use certain of CorVel's managed care services. This Agreement consists of and incorporates the following components:

- This Cover and Signature Page**
- General Terms and Conditions**
- Exhibit A – Selected Managed Care Services & List of Applicable Schedules**
- Exhibit B – Fees and Payments**
- Exhibit C – CareMC License Agreement**
- Exhibit D – CorVel Certificate of Insurance**
- Exhibit E – Customer Insurance Coverage Limits**
- Schedules – Terms and Conditions of Selected Managed Care Services**

Effective Date: January 1, 2017

CorVel Address and Contact:

CorVel Corporation
2010 Main Street, Suite 600
Irvine, California 92614
Attn: Director, Legal Services
Phone: (949) 851-1473
Fax: (949) 851-1469
Email: Corporate_Legal@corvel.com

Customer Address and Contact:

City of Clearwater Risk Management
Post Office Box 4748
Clearwater, FL 33758-4748
Attn: William B. Horne, II
Phone: 727-562-4655
Fax: 727-562-4659
Email: _____

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

CORVEL HEALTHCARE CORPORATION:

By: _____
Name: Richard Schugger
Title: CEO/Secy/Treasurer

CUSTOMER OF CLEARWATER RISK MANAGEMENT:

By: _____
Name: _____
Title: _____

Countersigned:

-georgncretokos
George N. Cretekos
Mayor

CITY OF CLEARWATER, FLORIDA

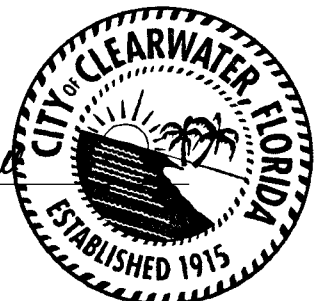
By: William B. Horne II
William B. Horne II
City Manager

Approved as to form:

Paul Richard Hull
Paul Richard Hull
Assistant City Attorney

Attest:

Rosemarie Call
Rosemarie Call
City Clerk



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.

GENERAL TERMS & CONDITIONS

RECITALS

WHEREAS, CorVel is in the business of providing managed care services (the “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, including Online 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 such Managed Care Services and Online Services, all under the terms and conditions set forth in this Agreement; and

WHEREAS, Both parties had previously entered into a Managed Care Services Agreement as amended, and hereunder this Agreement shall supersede and replace in its entirety the original amended Managed Care Services Agreement as of the effective date of this Agreement. As a result there shall be no retroactive charges owed by Customer except for the services which were performed by CorVel for Customer.

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

AGREEMENT

1. 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.

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

2. FEES

A. Fees, Billing and Payment. The fees and billing and payment procedures for the Managed Care Services and CareMC Application are set forth on Exhibit B (“Fees”).

B. Late Fees. A late fee of two percent (2%) per month or the highest rate allowed under the law, whichever is lower, shall be assessed against overdue undisputed amounts.

C. Taxes. All charges and fees exclude taxes. If CorVel is required to pay sales, use, value-added or other taxes resulting from services rendered under this Agreement in the State of Texas, then such taxes will be billed to and paid by Customer. Customer shall not be responsible for taxes based on CorVel’s income.

D. Customer's Audit Rights. During the Term of this Agreement and for a one (1) year period following the expiration or termination hereof, CorVel shall keep accurate records related to the provision of Managed Care Services and Online Services hereunder. Such records shall be open for audit, at Customer's expense, by Customer or Customer's certified public accountants at the local CorVel office or another location mutually agreed to by the parties for the purpose of verifying CorVel's compliance with the terms and conditions of this Agreement, provided such audits are conducted (i) no more than twice per calendar year, (ii) during CorVel's regular business hours, (iii) upon no less than thirty (30) days advance written notice to CorVel, and (iv) Customer or Customer's designee shall provide the results of such audit to CorVel within ten (10) business days including a complete list of all individuals or entities who were provided any CorVel information as a result of such audit and Customer or Customer's designee shall return all materials provided for such audit at the conclusion of the audit. Upon Customer's reasonable written request, no more than twice per calendar year, CorVel agrees to provide Customer with a copy of the results of CorVel's most recent internal SAS 70 audit, which results shall be CorVel's Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Customer be permitted to audit CorVel's information technology systems or facilities or any other records of CorVel other than claims files related to the provision of Managed Care Services and Online Services hereunder.

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

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CUSTOMER

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

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

C. Insurance. For the term of this Agreement, Customer agrees to keep in force at its sole expense comprehensive general liability insurance and professional liability insurance with coverage limits in accordance with Exhibit E attached hereto. Upon request by CorVel, Customer shall furnish CorVel with a certificate of such insurance. Customer shall endeavor to notify CorVel with thirty (30) days' prior written notice of any cancellation, non-renewal or material change to any such insurance coverages. It is agreed

that 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. In the event Customer breaches this covenant of non-solicitation and non-employment, CorVel shall be entitled to recover the amount of one (1) times annual salary per employee from Customer as liquidated damages. The parties acknowledge that CorVel's actual damages in the event of such a breach by Customer would be extremely difficult or impracticable to determine and acknowledge that this liquidated damages amount has been agreed upon as a reasonable estimate of CorVel's damages and as CorVel's exclusive remedy against Customer in the event of a breach of this Section 3D by Customer. The parties further agree that in any action brought on account of any alleged breach of this covenant, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CORVEL

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

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

C. Insurance. CorVel represents and warrants that it has and agrees that it will maintain at all times during the Term of this Agreement the required professional liability, errors and omissions, workers' compensation, 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 ADVISORY ONLY AND 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 ADVICE 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 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 IN ANY CASE, AND THOSE INDIVIDUALS MAY ACCEPT, REJECT OR MODIFY ANY ADVISORY DETERMINATIONS MADE BY CORVEL OR ITS AGENTS, EXCEPT INsofar AS STATE WORKERS' COMPENSATION LAWS MAY REQUIRE THEM TO FOLLOW THE DETERMINATIONS OF CUSTOMER, CUSTOMER'S AGENTS, A WORKERS' COMPENSATION JUDGE OR REVIEW PANEL, OR ANOTHER THIRD PARTY.

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

6. LIMITATION OF LIABILITY

A. Limitation on Damages. CUSTOMER AGREES THAT, EXCEPT WITH RESPECT TO (i) A BREACH BY CORVEL OF ITS OBLIGATIONS UNDER SECTION 9 (*Public Records*), AND (ii) CORVEL'S OBLIGATIONS UNDER SECTION 7 (*Indemnification*), AND STATE FINES INCURRED AS A RESULT OF CORVEL'S NEGLIGENT ACTIONS, ERRORS, OR OMISSIONS. IN NO EVENT WILL CORVEL'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF: (x) THE FEES PAID BY CUSTOMER TO CORVEL HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING A CLAIM HEREUNDER; OR (y) TWO HUNDRED THOUSAND DOLLARS (US\$200,000), REGARDLESS OF WHETHER CLAIMS ARE BROUGHT UNDER TORT, CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. For purposes of this Section 6(A), the calculation of fees paid to CorVel shall exclude provider fees, pharmacy fees and facility fees which Customer pays to CorVel and CorVel passes through to providers and pharmacies.

B. Exclusion of Damages. EXCEPT WITH RESPECT TO (i) A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 9 (*Public Records*), (ii) DAMAGES INCLUDED IN CLAIMS THAT ARE THE SUBJECT OF A PARTY'S OBLIGATIONS UNDER SECTION 7 (*Indemnification*), (iii) A BREACH BY CUSTOMER OF THE SCOPE OF THE LICENSE GRANTED IN SECTION 2 OF THE CAREMC AGREEMENT (*License and Restrictions*), AND (iv) DAMAGES ASSOCIATED WITH INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES) UNDER THIS AGREEMENT. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER CLAIMS BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE FORESEEABLE, WHETHER THEY ARE BROUGHT UNDER TORT, NEGLIGENCE, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

C. Integral Element. The parties acknowledge that the limitations and disclaimers set forth in this Agreement were an integral element in the business arrangement between the parties. The pricing and other

terms of this Agreement reflect this allocation of risk and the disclaimers and limitations of liability set forth herein.

7. INDEMNIFICATION

A. Mutual Indemnification. Each party hereby agrees to indemnify the other party for claims brought against the indemnified party only to the extent that the claims are found to result from the sole negligence of the indemnifying party. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of the indemnified party. This indemnification shall not be construed as a waiver of Customer's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which Customer could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Customer must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the indemnifying party to only those damages caused by the indemnifying party's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

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

8. TERM AND TERMINATION.

A. Term. Unless provided otherwise on Exhibit B, the initial term of this Agreement shall begin on the Effective Date and continue for a period of 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 either party for convenience upon ninety (90) days written notice to the other party any time after the expiration of the Initial Term.

C. Termination for Cause. This Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this Agreement 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 permitted under the terms and conditions of this Agreement, or (iii) effective immediately and without notice if the other party becomes insolvent or seeks protection

under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other and continues for ninety (90) days undismissed, unbonded and undischarged.

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

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

9. PUBLIC RECORDS

A. In addition to all other contract requirements as provided by law, CorVel agrees to comply with Florida's public records law, Ch. 119, Florida Statutes.

IF CORVEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CORVEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

1) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.

2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

3) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon

completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

C. It is further understood between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the Customer to the CorVel pursuant to this Agreement shall at all times remain the property of the Customer and shall not be used by the CorVel for any other purposes whatsoever without the written consent of the Customer.

D. In the event the Agreement is terminated, CorVel agrees to provide the Customer all such documents within Ten (10) Days from the date the Agreement is terminated. All documents developed by CorVel under this Agreement shall be delivered to the Customer by the CorVel upon completion of the Services and shall become property of the Customer, without restriction or limitation of its use. The CorVel agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

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

10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida and the United States without regard to conflicts of laws provisions thereof. 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 either party may proceed with a litigation remedy.

12. GENERAL PROVISIONS

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

B. Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written consent of the non-assigning party. Notwithstanding the foregoing, CorVel may assign this Agreement to any 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 CorVel, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) constitute the parties as partners, franchisee-franchiser, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) otherwise give rise to fiduciary obligations between the parties.

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

G. Entire Agreement; Amendments. This Agreement, 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.

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.

<u>Service</u>	<u>Selected by Customer</u> (check box if yes)	<u>Applicable Terms & Conditions</u>
Managed Care Services:		
Telephonic Notice of Claims	<input checked="" type="checkbox"/>	Schedule 1
Case Management Services	<input checked="" type="checkbox"/>	Schedule 2
Network Solutions:		
Bill Review Services	<input checked="" type="checkbox"/>	Schedule 3
w/ On-Site Bill Review Services	<input type="checkbox"/>	Schedule 3-A
w/ Check Writing Services	<input checked="" type="checkbox"/>	Schedule 3-B
Professional Review	<input checked="" type="checkbox"/>	Schedule 3-C
Enhanced Bill Review (CERiS)	<input checked="" type="checkbox"/>	Schedule 3-D
w/ Hospital Itemization Review w/ Negotiations w/ Implant Cost Review	<input type="checkbox"/>	
Preferred Provider Network Access Services (PPO)	<input checked="" type="checkbox"/>	Schedule 4
Care ^{IQ} Services:	<input type="checkbox"/>	Schedule 5
Independent Medical Exams (IME)		
Durable Medical Equipment (DME)		
Medical Imaging Services		
Transportation and Translation Services		
Physical and Occupational Therapy		
Pharmacy Benefit Program	<input checked="" type="checkbox"/>	Schedule 6
Peer Review/Medical Records Review	<input type="checkbox"/>	Schedule 7
Medicare Reports/Medicare Set Asides	<input type="checkbox"/>	Schedule 8
Clearinghouse Payer Agent Services Program	<input type="checkbox"/>	Schedule 9
Clearinghouse Services	<input type="checkbox"/>	Schedule 9A
NCCI Medical Data Call Services	<input type="checkbox"/>	Schedule 10
Advocacy 24/7 Nurse Triage Services	<input type="checkbox"/>	Schedule 11
Connected Care Services	<input type="checkbox"/>	Schedule 12

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SCHEDULE 1

Initial Reporting of After-Hours Claims Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) The Customer of Clearwater's Risk Management office is open Monday-Friday, 8:00 a.m. to 5:00 p.m. Some Customer operations work 24/7 and injuries can and do occur after hours.
- (b) It is important to the Customer that those injured workers talk to a person and not a machine in order to report such injuries. CorVel shall provide after hour reporting services to Customer.
- (c) Employees are notified to call a 1-800 number, and CorVel staff shall answer, and authorize initial care for the employees to the nearest hospital if treatment is needed. CorVel shall notify the employee and CorVel shall also notify the Customer of the Employee Name, Department, Description of Injury and facility to which employee has been referred.
- (d) Customer of Clearwater Risk Management will consider such visit authorized, and complete First Report of Injury, authorize follow-up care, and control all aspects of the claim thereafter.

SCHEDULE 2

Case Management Services Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Case management services are provided to manage a claimant's case in order to identify the most appropriate rehabilitative treatment and/or most cost-effective health care alternatives ("Case Management Services"). Case managers may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the patient and the patient's family.
- (b) In certain states if requested by Customer, Case Management Services may include vocational rehabilitation services.

2. DELIVERY OF SERVICES

- (a) CorVel shall provide Case Management Services to Customer upon receipt by CorVel of specific requests from Customer.

Such services may be:

[list]

- (b) Telephonic Case Management: Telephonic case management ("TCM") includes a four-point contact with claimant, employer, claims professional and provider. CorVel case managers ("CMs") do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating physician, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, and (v) subsequently provide periodic assessments of treatment and return to work plans. CMs may recommend additional services or coordinate claim closure, as appropriate.
- (c) Medical/Field Case Management: CorVel's medical/field case management ("MCM") personnel perform field based case management services as directed by the employer and/or Authorized TPA which may include on-site contact with claimant, employer, and provider, as well as telephonic communication with the claims professional. MCM's provide the CM services set forth in Section A 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 American's With Disabilities Act, (vii) providing vocational testimony, (viii) providing advice regarding job seeking skills, and (ix) providing transferable skills analysis.
- (e) Utilization Review: All utilization review shall be at the request of a Customer of Clearwater adjuster.
 - (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.

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- (ii) CorVel nurses make recommendations to the claims adjuster based on nationally accepted medical guidelines, including Optimed Managed Care System, a clinical protocol software; the American College of Occupational and Environmental Medicine (ACOEM) Occupational Medicine Practice Guidelines: Evaluation and Management of Common Health Problems and Functional Recovery in Workers; other nationally accepted treatment practice guidelines, as well as any state mandated treatment guidelines.
- (iii) Any nurse recommendations for limitation or denial of care based on lack of medical necessity 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 physician is notified in writing of the decision and the appeals process.

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SCHEDULE 3

Bill Review and Payment Services Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) CorVel's proprietary computerized bill review software program enables an application of the appropriate Fee Schedule, and further value-added applications subscribed to by client which includes PPO, Professional Review, Enhanced Bill Review (CERiS), Onsite, and Check writing Services applied to medical provider bills ("Provider Bills"), hospital bills ("Hospital Bills") and, both together, "Bills").

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 (as defined in Schedule 7) Provider Bills will result in immediate termination of all PPO discounts provided by CorVel.
- (ii) To facilitate timely processing by CorVel, Customer agrees to deliver to CorVel (A) each Provider Bill no later than ten (10) days after Customer's receipt thereof, and (B) batches of Provider Bills on a daily basis or as volume dictates.
- (iii) Customer shall process PPO Provider reimbursements within fourteen (14) days from receipt of the corresponding Bill Review Audit analysis from CorVel.

(b) CorVel's Obligations

- (i) CorVel shall provide Bill Review Services described herein to Customer upon receipt of specific requests from Customer. In the absence of instructions from Customer to the contrary, which CorVel must approve, Bill Review Services shall be performed as described herein.
- (ii) Bill Review Services shall be completed within five (5) business days of CorVel's receipt from receipt by CorVel of all necessary billing information from Customer ("Complete Billing Information").
- (iii) CorVel will be responsible for monitoring, "flagging" and returning to Customer duplicate copies of a Bill ("Duplicates").
- (iv) Any conflicts or complaints from medical providers ("Complaints") concerning Bill Review Services completed by CorVel initially will be handled directly by CorVel. CorVel will provide an initial response to a Complaint within one (1) business day following the date on which CorVel received the Complaint. CorVel will send a written response to the complainant within five (5) working days that summarizes the nature of the Complaint and the steps CorVel has taken to resolve it. A copy of this response will be sent to the attention of the designated Customer representative. Different or more specific parameters of CorVel's authority to respond to and resolve Complaints hereunder may be agreed to the parties. Further, Customer shall have the right, but not the obligation, at any time, to interject itself into a Complaint between CorVel and a medical provider and to resolve the Complaint in a manner acceptable to Customer at its sole discretion. Notwithstanding the foregoing, Customer shall retain full

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responsibility for payment of all benefits and any other expenses or services required to be paid or provided under applicable policies or state and federal workers' compensation laws.

- (v) CorVel agrees to supply Customer, at no additional cost, in the format in which it is then customarily stored by CorVel, a transmission or tape reflecting the results of the Bill Review Services provided hereunder. 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 payment of Bill Review fees.

(c) Scanning Services

- (i) CorVel shall provide Optical Character Recognition (“OCR”) Services set forth herein to Customer on request of Customer. Upon receipt of such request CorVel shall scan all bills and attached medical notes delivered to CorVel necessary for providing Bill Review services within seventy-two (72) business hours of CorVel’s receipt of such information. Customer shall mark and date/time stamp the claims as instructed by CorVel.
- (ii) Subject to applicable law and obtaining any required authorizations, CorVel also shall provide OCR Services for such additional claim-related documentation as Customer reasonably requests, for example, case notes, peer review information and independent medical examinations.
- (iii) All material scanned by CorVel hereunder shall be accessible to Customer on the Internet pursuant to CorVel’s CareMC Agreement with Customer.

SCHEDULE 3-B

Check Writing Services Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) CorVel shall provide check writing services as described below (“Check Writing”) as an integrated component of bill review services during the term of this Agreement. Fees for Check Writing services are set forth in Exhibit B, Schedule of Fees, appended hereto.
- (b) CorVel agrees to supply Customer with automated provider reimbursement through Check Writing 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 Check Writing division in Portland, Oregon, wherein a check for each EOB will be automatically generated. CorVel will transmit the results of all Bill Review integrated services to Customer for the express purpose of downloading the data into Customer’s claims management system, which tracks provider payments and Bill Review fees back to the appropriate and corresponding Customer claim file. Such checks shall be held for mailing to the provider until CorVel receives confirmation that Customer has deposited the appropriate funds into a designated account to cover such provider payments. Sufficient programming to enable the automatic download of the Bill Review data transmitted by CorVel will be developed by Customer. Any manual entry of completed check writing information, conducted by a Bill Review analyst on behalf of Customer will require Customer to pay an additional fee to CorVel over and above the standard Check Writing fees. CorVel will provide a dedicated line for Customer transmissions. CorVel will use commercially reasonable efforts to deliver the Bill Review 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”). Check Writing 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 Check Writing fees. The cost of any wire transmission of funds initiated by Customer will be paid by Customer.

SCHEDULE 3-C

Professional Review Services Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Professional Review Services. CorVel may provide professional review services to verify coding by providers are valid. This can include clinical review to validate coding is correct for all applicable Provider bills, Ambulatory Surgical Center 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 effect Fee Schedule values;
 - (ii) review of bills, records, and documentation by a nurse and/or coder;
 - (iii) separation of charges not related to the compensable injury;
 - (iv) diagnostic related group validation (i.e., verification that the diagnostic related group billed is appropriate for the services rendered); and
 - (v) cost shifting of revenue and CPT codes.

2. DELIVERY OF SERVICES

- (a) Unless CorVel otherwise notifies Customer, CorVel shall complete Professional Review Services and return the reviewed Bills to Customer, with any adjustments to identified overcharges, within ten (10) business days from receipt of Bills.
- (b) Savings for the Professional Review Services shall be:
 - (i) for states having a state mandated Fee Schedule: (A) the bill amount in the Fee Schedule; less (B) the bill amount resulting from the Enhanced Bill Review Services.
 - (ii) for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from the Enhanced Bill Review Services.
- (c) Customer Responsibilities
 - (i) 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.
 - (ii) Customer will identify all bills that are not eligible for Professional Review 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 medical provider questions the adjustment and/or balance bills the patient, and the claim payor notifies CorVel of such communication, CorVel will provide documentation of its findings. If the hospital provides corrective or qualifying information sufficient to alter our 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 medical provider shall Customer be entitled to receive a credit for the portion of the fee previously charged for the amount of the adjustment successfully appealed.

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SCHEDULE 3-D

Enhanced Bill Review Services (CERiS) (Hospital Bill Itemization Review Services; Negotiation Services; Implant cost Review Service) Terms and Conditions

1. DESCRIPTION OF SERVICES

- (a) Hospital Line Itemization Review Services. CorVel's Enhanced Bill Review Services (CERiS) are performed on Hospital Bills (inpatient and outpatient) in excess of two thousand five-hundred dollars (\$2,500) and consist of procurement of actual bill itemization, (i) a line-by-line validation and comparison of the itemization description charges actually billed by a particular hospital to what CMS billing guidelines allow to be separately billed for in order to disallow inappropriate charges, and then will compare the valid itemization descriptions to the average itemization description charges utilized by other hospitals within a pre-designated geographic area, and and (ii) a review of charges that fall outside of any pre-contracted discounts or fee schedules, and generates payment recommendations in accordance with the Customer's "Payors Allowable" language. This service does not itself include negotiation services nor Implant Cost Services.
- (b) Negotiation Services. CorVel's Enhanced Bill Review Services (CERiS) can provide negotiation services with respect to all Hospital Bills (inpatient and outpatient) in excess of two thousand five-hundred dollars (\$2,500). CorVel will contact the provider for agreement of the negotiated rate. A signed agreement regarding such rates will be maintained by CorVel. CorVel will use its commercially reasonable efforts to enter into an agreement regarding negotiated rates in accordance with a mutually agreed upon schedule.
- (c) Implant Cost Review Service. CorVel's Enhanced Bill Review Services (CERiS) can include Implant Cost Review services with respect to the applicability of the Customer's "Payors Allowable" plan or policy language that specifically addresses implant payments. CorVel will 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.

2. DELIVERY OF SERVICES

- (e) Unless CorVel otherwise notifies Customer, CorVel shall complete Enhanced Bill Review Services and return the reviewed Hospital Bills to Customer, together with a written summary of any adjustments to identified overcharges, within ten (10) business days from receipt of Bills.
- (f) Savings for the Enhanced Bill Review Services shall be:
 - (i) for states having a state mandated Fee Schedule: (A) the bill amount in the Fee Schedule; less (B) the bill amount resulting from the Enhanced Bill Review Services.
 - (ii) for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from the Enhanced Bill Review Services.
- (g) Customer Responsibilities

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- (i) 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.
- (ii) Customer will identify all bills that are not eligible for Enhanced Bill Review 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.
- (h) If a medical provider questions the adjustment and/or balance bills the patient, and the claim payor notifies CorVel of such communication, CorVel will provide documentation of its findings. If the hospital provides corrective or qualifying information sufficient to alter our 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 medical provider shall Customer be entitled to receive a credit for the portion of the fee previously charged for the amount of the adjustment successfully appealed.

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SCHEDULE 4

Preferred Provider Network Access Services (PPO) Terms and Conditions

I. DESCRIPTION OF SERVICES

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

II. DELIVERY OF SERVICES

- (a) CorVel shall provide Customer with access to its PPO Network provided it is the exclusive preferred provider organization utilized by Customer for workers' compensation claimants. Customer understands and agrees that if Customer does not "actively encourage" its employees or insureds to utilize CorVel's Network of Participating Providers, it may not be entitled to any PPO discounts. CorVel may at any time and in its sole discretion add and/or terminate any provider to or from the PPO Network.
- (b) CorVel shall provide, upon Customer request, a listing of PPO Network providers and/or PPO Network providers may be found by visiting the CorVel website, www.corvel.com. As CorVel continues to expand its PPO through the development of proprietary networks, Customer will be notified of their availability in the PPO listing described above and shall be provided access to them, replacing or supplementing the then-current PPO, if applicable,
- (c) Customer agrees that, during the Term of this Agreement and for (12) twelve month period thereafter, 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 Covered Persons to the Participating Providers as are allowed under the laws of that service area or state. However, it is specifically understood that Customer may from time to time use non-participating providers in special circumstances and within certain specialties.
- (e)
- (f) Savings for the PPO Network shall be:
 - (i) for non fee schedule negotiated contracts: (A) the medical provider's original bill amount; less (B) the bill amount resulting from the contract rate.
 - (ii) for fee schedule negotiated contracts; (A) the fee schedule amount less (B) the bill amount resulting from the contract rate.

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SCHEDULE 6
Pharmacy Program
Terms and Conditions

DESCRIPTION OF SERVICES.

- (a) CorVel shall be the exclusive provider of a Pharmacy Program inclusive of a PBM and a Provider Network representing Participating Pharmacy Providers that are obligated upon and after identification of a participant within CorVel's PBM to:
 - a. Accept a contracted rate, and
 - b. Apply mandated processes and CorVel's Formulary and Concurrent Drug Utilization Review program at point-of-service before dispensing prescribed medications.
- (b) In addition, CorVel provides pharmacy audit, review and payment services.

II. DEFINITIONS.

- (a) "AWP" shall mean the Average Wholesale Price for a Brand or Generic Drug Product. CorVel bases Customer pricing off of the reported AWP value from Medi-Span and the date of service.
- (b) "AWP Discount" shall mean the PBM discounts CorVel applies, per Customer's negotiated rates, to Covered Brand and Generic Drug Products, Compound Drugs and Specialty Meds.
- (c) "Brand Drug" shall mean a Covered Drug defined as a brand name drug in PBM proprietary Generic Code Conversion ("GCC") logic. In the adjudication process, CorVel applies Customer's negotiated Brand Drug discount rate to the AWP value of Covered Brand Drugs.
- (d) "Compound Drugs" shall be systematically identified when processing through the PBM via the Formulary. In the adjudication process, Compound Drugs require Customer's Claims Professional's approval, and are priced at the lessor of:
 - i. Customer's AWP Discount pricing by ingredient plus the dispensing fee, or
 - ii. CorVel's Acquisition Price plus a management and dispensing fee.
- (e) "Concurrent Drug Utilization Review" ("DUR") shall mean the algorithm systematically applied at a Participating Pharmacy 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.
- (f) "Covered Drug" shall mean the Drug Product that is processed through CorVel's PBM.
- (g) "Emergency Fill" see Good Samaritan Fill, subsection (k) below.

- (h) "First Fill" shall mean a prescription filled by a Participating Pharmacy 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. Customer is responsible for payment of drug charges processed through its First Fill Program; CorVel assumes no liability.
- (i) "Formulary" shall mean drug/drug class and brand/generic specific triggers systematically applied at a Participating Pharmacy before dispensing a Presenting Drug that prompts the pharmacy through its adjudication system to either: dispense the Presenting Drug, convert from brand to generic, attain approval to dispense, or deny the Presenting Drug outright.
- (j) "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 Generic Code Conversion ("GCC") logic. In the adjudication process, CorVel applies Customer's negotiated Generic Drug discount rate to the AWP value of Covered Generic Drugs. Notwithstanding the foregoing, for Single Source Generic Drugs, Customer's Brand Drug AWP Discount may be applied.
- (k) "GCC" refers to PBM proprietary Generic Code Conversion logic. GCC logic converts Medi-Span codes to the brand and generic codes used for claims adjudication.
- (l) "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 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.
- (m) "Medi-Span" shall mean the database to which CorVel subscribes that produces the AWP values of the Covered Drug Products dispensed by network pharmacies through CorVel's PBM. CorVel applies Customer's negotiated AWP Discounts to Covered Drug products.
- (n) "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.
- (o) "Multi Source Generic" shall mean a Covered Drug specified as a multi source generic drug 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.
- (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 and processed through CorVel's PBM.

- (r) "Rate application exceptions," per Billing and Payments of Pharmacy Program (below) sections (d) and (e), apply when either State Fee Schedule AWP Values or Customer's Negotiated PBM AWP Discount rates are lower than CorVel's Acquisition Price. CorVel's Acquisition Price reflects CorVel's cost of the Covered Drug plus a processing and management fee of 10%.
- (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, injectible, 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 is applied.
- (v) "State Fee Schedule AWP Value" shall exclusively mean the value of a Covered Drug calculated under an applicable state's posted AWP fee schedule's Brand and Generic Drug multipliers (AWP value plus/minus the listed percentages) and the state's posted dispensing fee. For PBM pricing, CorVel does not honor any other values or indices that may apply under an applicable state's fee schedule.

III. DELIVERY OF SERVICES.

- (a) CorVel shall provide its Pharmacy Program's PBM and Network for the benefit of Customer.
- (b) Eligibility, First Fill, Pharmacy Identification (ID) Cards, and Mail Order/Home Delivery.

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. The electronic transmission that occurs at the point of sale is required for application of Formulary, Concurrent Drug Utilization Review and contractual pricing.

- a. Customer agrees to promptly provide CorVel all information needed to produce and distribute Pharmacy ID cards to Eligible Claimants. Eligible Claimant information may include, but is not limited to, claimant name, address, social security number, cell phone number, home phone number, and email address.
- b. Subject to applicable law, Customer shall require Eligible Claimants to use the Pharmacy ID cards at participating network providers in order to facilitate the Pharmacy Program. Also, Customer agrees to require the use of pharmacy network participating providers to Eligible Claimants as appropriate.

- c. Distribution of Pharmacy ID cards does not guarantee that Pharmacy ID cards will be appropriately utilized by Eligible Claimants or Participating Pharmacies; therefore, Customer understands that claims assigned by Pharmacies to third party billers or paper bills submitted by the Pharmacies are not adjudicated through the prospective PBM.
 - d. CorVel, at its sole expense, agrees to produce and distribute Pharmacy ID cards to Eligible Claimants upon receipt of all necessary Eligible Claimant information from Customer. CorVel will also send an introduction letter to the Eligible Claimant along with the Pharmacy ID card.
 - e. At the initial stage of injury, a claimant may be issued a temporary Pharmacy ID (First Fill) card or processing data may be shared with the dispensing pharmacy for an initial, one (1) time purchase of a pharmaceutical product with a recommended course of no longer than fourteen (14) days, or such days limit as established by Customer.
 - f. CorVel will provide access for Eligible Claimants to the PBM 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 Eligible Claimant use of the Mail Order Program.
- (c) CorVel's PBM will present and tailor a proprietary Formulary to Customer. Upon presentation of identification to a Participating Pharmacy, the Formulary will trigger the Participating Pharmacy's adjudication system to either:
- a. Automatically dispense certain medications,
 - b. Attain Prior Authorization (PA) approval from CorVel to dispense, or
 - c. Deny the medications outright.

In addition to Customer's Formulary, Claimant Level Formularies can be built at the claim level upon Customer's Claim Professional's request.

- (d) CorVel's PBM will implement a Concurrent Drug Utilization Review ("DUR") program on behalf of Customer, with permitted program edits as directed by Customer. Concurrent DUR includes a review of the drug history at the time the prescription is presented. Absent Customer's directions, DUR shall be performed in accordance with CorVel's PBM's standard service model.

IV. 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. CorVel assumes no liability for drug charges with the exceptions noted below in subsection iii.
 - ii. If Customer Claims Professional determines, upon receipt of CorVel's PBM invoice, that specific formulary and non-formulary drugs should not have been dispensed, Customer Claims Professional should inform the PBM as soon as possible.
 - a. The PBM will request a reversal from the Participating Pharmacy. If granted, CorVel will reverse the drug charges, however, if the Pharmacy does not grant the PBM's request, Customer is responsible for payment of the drug charges; CorVel

assumes no liability for drug charges with the exceptions noted below in subsection iii.

- b. Upon Customer's Claims Professional's request, CorVel's PBM will include the specific prohibition triggering the request for the reversal in the Claimant Level Formulary so that the Claimant Level Formulary will block subsequent re-fills from processing.
 - iii. Within five (5) days of Customer's receipt of an invoice, Customer Claims Professional may dispute charges for drugs that were dispensed in error, triggering CorVel to reverse the drug charges, by notifying CorVel for any of the following reasons:
 - a. CorVel's PBM and/or the Participating Pharmacy's violation of Formulary or Utilization Review Parameters set forth in Customer's 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 and directly to the claim file, CorVel will invoice Customer daily for all drug charges and fees related to the PBM.
 - ii. Customer payment shall be due within seven (7) days of the date of CorVel's invoice. Invoices will reasonably detail the computation of the charges and fees owed.
- (c) CorVel uses the Medi-Span AWP at pre-settlement levels. To maintain pricing neutrality CorVel applies the established multiplier to impacted Covered Drugs.
- (d) Relative to state fee schedules, CorVel will apply the lesser of Customer's negotiated PBM AWP Discount rate or the applicable State Fee Schedule AWP Value with one exception: to the extent that the State Fee Schedule AWP Value in any state is less than CorVel's Acquisition Price, CorVel will apply its Acquisition Price.
- (e) Relative to Customer's negotiated PBM AWP Discount rates, CorVel will apply the negotiated rates unless the following exceptions apply:
- i. CorVel applies CorVel's Acquisition Price on transactions for which Customer's negotiated PBM AWP Discount rate is lower than CorVel's Acquisition Price.
 - ii. Compound Drugs and Specialty Medications are priced per Definition subsections (d) and (u).
- (f) Both parties understand that pricing indices historically used (including under this Agreement) for determining the financial components of pharmacy billing rates are outside the control of CorVel and Customer. The parties also understand there are extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions and expectations of both parties as intended under this Agreement.

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:

- i. Changes the AWP source across its book of business (e.g., from Medi-Span to First Databank); or
- ii. Maintains AWP as the pricing index with an appropriate adjustment in the event the AWP methodology and/or its calculation is changed, whether by the existing or alternative sources; or
- iii. Transitions the pricing index from AWP 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.

EXHIBIT B
Fees

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

Case Management	Pricing
Telephonic or Field Case Management	\$ 87.00 / hr
Vocational Case Management	\$ 87.00 / hr
Catastrophic Case Management	\$115.00 / hr

**Prevailing IRS Rate*

Bill Review	Pricing
Per Bill (Re-price to FS; EDI to State)	\$6.50 / bill
PPO network and all savings additional to FS	28% of savings
Professional Review	28% of savings
Enhanced Bill Review (CERiS)	28% of savings

Pharmacy Benefit Management	Pricing
Retail – Brand	AWP -4% + \$4.00 Dispensing Fee
Retail – Generic	AWP - 8% + \$4.00 Dispensing Fee
Mail Order - Brand	AWP - 10% + \$4.00 Dispensing Fee
Mail Order - Generic	AWP - 18% + \$4.00 Dispensing Fee

Checkwriting	Pricing
Checkwriting Services	\$ 4.00 per check \$1.00 for zero added EOR

Both parties shall mutually agree in writing to any fee increases during the Initial Term or Renewal Term of the Agreement.

- (2) Billing and Payments for Case Management. CorVel will invoice Customer monthly for all fees related to the Case Management Services. Billing for Case Management is based on allocated time per activity. Activity is based on ten (10) minute intervals and billed at the next tenth (.10) of an hour. Payment shall be due within thirty (30) days of the date of CorVel's invoice. Invoices will reasonably detail the computation of the fees owed.
- (3) Billing and Payments for Other Fees: CorVel will invoice Customer monthly for all fees other than those related to the Pharmacy Benefits Program. Payment shall be due within thirty (30) days of the date of CorVel's invoice. Invoices will reasonably detail the computation of the fees owed

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EXHIBIT C

CareMC License Agreement

This CAREMC LICENSE AGREEMENT (the “CareMC License Agreement”) is incorporated by reference into the Managed Care Services Agreement (the “Master Agreement”) to which it is attached. The parties acknowledge and agree that the terms and conditions under which the Managed Care Services are provided by CorVel and received by Customer shall be governed by the Master 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 Online Services 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 Master Agreement.

1. ACCESS TO THE CAREMC APPLICATION

A. Registration Information. Prior to accessing the CareMC Application, Customer shall provide CorVel with certain registration information requested therein (“Registration Information”). Customer covenants that the Registration Information Customer provides will be true, accurate, current and complete and will be updated as necessary to it so.

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

C. PHI Data. Authorized Users shall have access to all data available through the CareMC Application, including data that constitutes or contains “protected health information” (“PHI Data”) as such term is defined in 45 CFR Section 164.501 of the regulations promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), but shall only have access to PHI Data to the extent necessary for Customer to render payment on a claim, and then only to those portions or amounts of PHI Data that are determined by CorVel, in its sole discretion, to be the minimum necessary for Customer to render payment on such claim.

D. Security of Passwords. Customer acknowledges and agrees that it shall be solely responsible for (i) selecting Authorized Users, (ii) assigning the various levels of authority and access each Authorized User may have to the CareMC Application, Online Services and Customer Data, including by determining which Authorized Users shall be Non-Restricted Users, (iii) ensuring that only Authorized Users have access to the passwords provided by CorVel or changed by Authorized Users, (iv) implementing a system to control, track and account for all passwords, (v) strictly maintaining the confidentiality and integrity of all passwords and levels of authority among Authorized Users, and (vi) ensuring that Authorized Users shall at all times comply with the terms and conditions of this Agreement. Customer further agrees that it shall notify CorVel immediately in writing if the security or integrity of a password has been compromised. CorVel will provide reasonable cooperation to Customer in the event of a security breach. Such support will include but not be limited to suspending service for passwords whose security or integrity has been violated. Passwords may be changed at any time by Authorized Users, and must be changed at least once every ninety (90) days.

E. Customer Data. Responsibility for ensuring that the content and data provided by or for Customer (“Customer Data”) to be entered into the CareMC Application by CorVel is accurate and reflects Customer’s requirements lies solely with Customer. All data generated by and through Customer’s use of the CareMC Application and Online Services shall reside on CorVel’s server. CorVel reserves the right to temporarily suspend access to any Customer Data that it determines, in its sole discretion, violates the terms and conditions of this CareMC License Agreement or any applicable laws.

F. Customer Representations. Customer represents that (i) it has the legal authority to provide the Customer Data to CorVel hereunder, and (ii) it is fully aware and knowledgeable of and shall comply with its duties and responsibilities with respect to the privacy and confidentiality of medical records and protected health information under applicable federal and state laws, including but not limited to those imposed by HIPAA. Upon written notice to Customer, CorVel may modify or temporarily suspend Customer’s access to and use of the CareMC Application, Online Services and/or CareMC Site as necessary to comply with any law or regulation.

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 Users to access and use, the CareMC Application via the CareMC Site solely for Customer’s own internal business use and operations. Customer shall access and use the CareMC Application in accordance with the user’s

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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 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, (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 replicate the functionality of the CareMC Application for any purpose, or (iv) copy the CareMC Application or any content, materials, information and other data provided by CorVel on the CareMC Site or used in providing the Online Services ("CorVel Content") and/or Documentation without CorVel's prior written consent.

C. Third Parties. Customer shall not allow any third party 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) such third party enters into a legally enforceable written agreement with Customer consistent with the terms of this CareMC License Agreement and which shall include terms at least as protective of CorVel as the following Sections of this CareMC License Agreement: Sections 1A-1F, 2B, 2D, 3B, and 4A-4E.

D. Ownership and Changes. CorVel owns and shall retain all right, title and interest in and to the CareMC Application, Documentation, CareMC Site, 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 User shall obtain any ownership rights, express or implied, or any other rights other than those expressly set forth herein in the CareMC Application, Documentation or CorVel Content. CorVel reserves the right, at any time in its sole discretion and without liability to Customer, to delete or change features of the CareMC Application, CareMC Site or Online Services provided such changes do not materially alter the functionality of the CareMC Application.

E. Compliance Monitoring and Audits. CorVel may monitor and perform remote audits of Customer's use of the CareMC Application and CareMC Site for the purpose of verifying that Customer and Authorized Users are using the CareMC Application in compliance with the terms of this CareMC License Agreement. CorVel reserves the right to temporarily suspend Customer's or any Authorized User's access to the CareMC Application in the event Customer or such Authorized User engages in, or CorVel in good faith suspects is engaged in, any unauthorized conduct. 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.

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 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 CareMC Site 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. Any security violations that affect the data of Customer will be promptly reported to Customer.

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. CorVel utilizes redundant load balanced Win 2000 servers for 24x7, 365 day access, except for regularly scheduled system maintenance and upgrade processes. SQL Server databases are hosted on clustered servers offering fail-over capability, redundant communication links, and load balanced application servers. Backup tapes are restored into a test environment not less than quarterly to confirm validity of backups. The CareMC Site has redundant inbound Internet and Intranet connectivity.

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4. APPLICATION SPECIFIC DISCLAIMERS

A. Disclaimers. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THE MASTER 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 SITE AND CAREMC APPLICATION ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

D. Third Party Web Sites. Customer's (and Authorized Users') use of third-party web sites linked to or advertised on the CareMC Site is at Customer's own risk and subject to the terms and conditions of use for such third party sites. CORVEL IS NEITHER RESPONSIBLE NOR LIABLE FOR, DIRECTLY OR INDIRECTLY, AND DOES NOT ENDORSE ANY THIRD-PARTY ADVERTISEMENTS PLACED ON THE CAREMC SITE OR, WITH RESPECT TO ANY THIRD-PARTY SITES ACCESSED THROUGH THE CAREMC SITE, ANY (i) CONTENT ON SUCH THIRD PARTY SITES, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT OR SERVICE OFFERED THEREON, (ii) ACTIVITY OR TRANSACTION IN WHICH CUSTOMER ENGAGES ON ANY THIRD PARTY SITE, OR (iii) USE OF COOKIES ON ANY THIRD PARTY SITE.

E. Network Intrusions. CUSTOMER AGREES THAT CORVEL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS TO, MISUSE OF, OR INTRUSION INTO, CUSTOMER 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 and, unless terminated earlier as provided below, shall automatically terminate upon expiration or termination of the Master Agreement (the term of this CareMC License Agreement, the "License Term").

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

C. Termination for Cause. This CareMC License Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this 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) CorVel shall provide Customer with any proprietary data belonging to Customer, in the current format in which it is stored at CorVel at the termination of this CareMC License Agreement, (ii) all licenses granted under this CareMC License Agreement shall terminate immediately, (iii) all rights to use the CareMC Application and Online Services shall cease immediately, and (iv) 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, provided each party may retain one (1) copy of such materials for archival purposes.

E. Survival. Except to the extent expressly provided to the contrary herein or in the Master 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 1B-F, 2B, 2D, 4 and 5E

EXHIBIT D
CorVel Certificate of Insurance

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City of Clearwater Risk Management Managed Care Services Agreement FINAL 12-15-16

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	\$5,000,000.00
Aggregate	\$5,000,000.00
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
Professional Liability (Errors and Omissions)	\$2,000,000.00

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 thirty (30) day written notice.