

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – June 30, 2020

DEPARTMENT/SCHOOL INITIATED AGREEMENT

20-787-A-KR Claims Administration Program

<input type="checkbox"/> (BW) Bids Waived	<input type="checkbox"/> (CA) Consultant Agreement	<input checked="" type="checkbox"/> (A) Agreement
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REQUESTOR: Employee Benefits and Risk Management **Legal Review Required:** Yes No
Standard Template Used with No Changes: Yes No
Standard Template Type: N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Sedgwick Claims Management Services, Inc.	Variable	Administration of a Claims Program
Total	Variable	

<input type="checkbox"/> Contract Renewal	New Contract Amount	Variable
<input checked="" type="checkbox"/> Recurring Contract	Previous Contract Amount	Variable
<input type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: Decrease of previous contract by 20% the first year, 10% the second year, and equal to current cost for years 3 through 5.

DISCUSSION: The District utilizes the services of Sedgwick Claims Management Services as the District's third-party administrator for workers' compensation, general liability, and auto liability claims adjusting. The fee for service of each claim for the entire life of the claim currently is 9.9% of the claims cost with a maximum payment of \$12,000 per claim. Following negotiations this year, Sedgwick CMS has agreed to continue to adjust all claims for the life of the claim and continue the maximum fee per claim at \$12,000 for the entire life of the claim, but they have reduce their fee for service 20% from 9.9% to 8.9% year one of the contract, 8.9% to 9.4% year two of the contract, and 9.4% to 9.9% year three of the contract. Should the district wish to exercise the final two years of the proposed five-year contract, the rate will remain at 9.9% for years four and five.

A vendor-provided agreement has been used and was approved by Legal Services on May 6, 2020.

CONTRACT TERM:

The initial contract term shall commence July 1, 2020 and continue until June 30, 2023 with two (2) optional one-year renewal periods.

RECOMMENDATION:

It is the recommendation of Cindy Lesinski, Chief Financial Officer and Mark Langdorf, Director of Employee Benefits and Risk Management to approve the attached agreement with Sedgwick Claims Management Services, Inc. for Administration of a Claims Program.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (15)

**SERVICE AGREEMENT FOR ADMINISTRATION OF
A CLAIMS PROGRAM**

This Service Agreement for Administration of a Claims Program dated May 7, 2020 (the “Agreement”), is entered into by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”), and the School Board of Brevard County (the “Client” or “BPS”) (Sedgwick and Client together the “Parties”).

RECITALS

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

AGREEMENT

1. **Services to Be Performed by Sedgwick:** Sedgwick agrees to perform the following services:
 - A. With regard to Claims Administration, Sedgwick shall:
 - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a “Qualified Claim”), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
 - (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
 - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
 - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
 - (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by Client or Insurer during normal business hours upon three (3) days’ prior written notice;

- (6) Notify Client's first layer of insurance coverage for each Qualified Claim where the values may exceed Client's retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
 - (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
 - (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
 - (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
 - (10) In lieu of a loss deposit, Client shall compensate Sedgwick each month at the rate of 0.75% of the amounts Sedgwick advances on behalf of Client during that month.
 - (11) Provide on-site Workers' Compensation claims adjusting at the Client's district office should the Parties deem necessary and at no additional cost to Client.
- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.
 - C. Sedgwick will provide the call center services as set forth in the attached Call Center Service Schedule.
 - D. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
 - E. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.
 - F. Sedgwick will provide additional Medicare compliance services as set forth in Medicare Compliance Schedule attached hereto.
 - G. Sedgwick will provide the clinical consultation services as set forth in the Clinical Consultation Services Schedule attached hereto.

2. Obligations of Client:

- A. Client shall provide Sedgwick in a timely manner with its first layer of insurance coverage for the policy years necessary for proper notification of applicable Qualified Claims to such first layer insurers by Sedgwick. Should Client fail to provide this information, Sedgwick shall be relieved of any such reporting obligations.
- B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown on the attached Exhibit B, plus applicable taxes, if any. Client shall reimburse Sedgwick for the reasonable and customary out-of-pocket expenses incurred by Sedgwick such as travel expenses in conjunction with the services being performed. If Client, in its sole discretion, requests Sedgwick to perform services outside of the scope of work listed herein, then Client shall compensate Sedgwick for such services at Sedgwick's then applicable standard rates for such service.
- C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request. Sedgwick may, but need not, elect to utilize its own staff or affiliated entities to perform these services. Associated fees and costs will be charged as allocated loss adjustment expenses.
- D. In lieu of a loss deposit, Client shall compensate Sedgwick each month at the rate of 0.75% of the amounts Sedgwick advances on behalf of Client during that month.
- E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder, other than as stated above. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of

Client [or Insurer, in cases where Insurer funds claim account], Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.

- F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days' prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed \$250.00 and shall not need the approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days' prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services or terminate this Agreement. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible, and may collect such fees from any loss fund that may be in Sedgwick's care, custody and control.
- I. Upon receipt of any form of notice advising of facts which are or may be a Qualified Claim, Client shall promptly assign the Qualified Claim to Sedgwick for management. Client shall promptly provide Sedgwick with such information as Sedgwick may require, including, but not limited to, any copy of documents describing its Program, including but not limited to documents submitted to any legal, administrative or regulatory authority for approval of the Program, as well as incident reports and related information in Client's possession and otherwise cooperate with Sedgwick in carrying out Sedgwick's tasks hereunder.

3. Discontinuance of Operations:

Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick's option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. Covered Jurisdictions:

This Agreement shall cover all operations of Client in the State of Florida.

5. Term of Agreement and Termination:

- A. The term of this Agreement shall be for the period commencing on July 1, 2020 and ending on June 30, 2023. The Parties agree that the Agreement may be extended for two (2) additional one-year periods upon terms and conditions to mutually agreeable to both Parties.
- B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days' prior written notice of the effective date of termination is given to the other party.
- C. Sedgwick is providing services to Client on a life of claim basis. Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology fees, fees for encrypted data files, program management fees, and any other applicable fees all of which may increase each year during the life of the claims.
- D. If Sedgwick is required by Insurer to adjust Client's insured Qualified Claims after expiration or termination of this Agreement, Client shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and Client shall pay Sedgwick a mutually agreed upon fee, plus the prevailing fee for any information technology or encrypted data files required by Insurer.
- E. If Insurer fails to pay Sedgwick service fees which it is obligated to pay, then Sedgwick may present all unpaid invoices to Client and Client shall pay such service fees within thirty (30) days of presentment. If Insurer is responsible for funding the Claim Account and fails to adequately do so, then Client shall immediately and adequately fund the Claim Account upon notice from Sedgwick of the deficiency.
- F. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format.

Client shall pay Sedgwick a one-time payment for transition of Qualified Claims as consideration for Sedgwick's associated costs, which costs may include, but are not limited to, carrier coordination, coordination with the new third party administrator, if any, necessary mailings and notifications, catalog and transfer of hard inventory, digital recording retrieval & transfer, advanced TTD payments, multiple loss runs, payment history for advanced TTD, claim hot list, banking reconciliation, validation of billings paid in field prior to transfer, field examiners validation and release of pending payments, client services & parameters group time (B2B interface shutoff, intake shutoff, CSI shutdown), as well as technology items such as preliminary and final data extract, image extract, bill review extract, MMSEA extract and hierarchy structure extract. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them.

- G. Should Client terminate the Agreement for convenience within the first twelve months of the Agreement, the Client shall pay Sedgwick fees equal to three months of the service fees. Should Client terminate for convenience within the second twelve months of the Agreement, the Client shall pay Sedgwick fees equal to two months of the service fees. Termination fees are payable within thirty (30) days of the date of notice of such termination. Termination of the contract for budgetary reasons, whether that is insufficient allocations of the Board to continue this contract, is not a termination for convenience for purposes of this provision.

6. Professional Advice:

Nothing in this Agreement is intended to require Sedgwick to engage in the practice of law, and services provided shall not be considered legal, tax or accounting advice, and Sedgwick shall in no event give, or be required to give, any legal opinion or provide any legal, tax or accounting representation to Client. Client acknowledges that Sedgwick has been engaged to provide certain professional services and that it is not the intent of the Parties that Sedgwick assume any insurance risk. Sedgwick shall not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy; it being understood that Sedgwick is in no event financially responsible for payment or satisfaction of Client's claims, lawsuits, or any form of cause of action against Client from Sedgwick funds.

7. Indemnification:

- A. Notwithstanding anything to the contrary contained, it is understood and agreed that if Client, directly or through a subcontractor or vendor of Client's choosing ("Client Subcontractor"), retains administration of a claim or performs any services for a claim Sedgwick administers, or if Client otherwise directs the administration of a claim, Client will indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorney's fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other

state regulatory investigation or action arising against Sedgwick related to the acts or omissions of Client or the Client Subcontractor. Such indemnification shall be combined with the Client's liability as stated in Florida Statute 768.28, which at the time of this Agreement is \$200,000/\$300,000.

- B. Client shall not have access to claim data including the ability to add or modify data, should this situation change, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client. Should Client gain access to add data or modify data, shall indemnify, defend and hold Sedgwick, its officers, directors, employees and agents harmless for any loss, cost (including attorney's fees), claim or judgment which is attributable to Client's input or modification of data.
- C. The Parties agree that in no event shall Sedgwick's liability under this Agreement exceed the service fees paid to Sedgwick for the six (6) months immediately prior to the event from which the claim or matter arises. IN NO EVENT SHALL SEDGWICK BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE, SYSTEM, SITE, OR DELIVERABLE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF SEDGWICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- D. Notwithstanding the foregoing, an indemnifying party will not settle a claim without the indemnified party's written consent, unless such settlement results in (i) a full release of all Parties, (ii) no liability to the indemnified party or future obligation of the indemnified party, and (iii) no admission of wrongdoing by Client or Sedgwick.
- E. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Network Security/Confidentiality:

- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The Parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized

access.

- B. Whether or not marked as such, and without regard to the media in which such records are stored, “Confidential Information” shall mean:
- (1) any business or technical information pertaining to the Parties or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
- C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a “need to know,” and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client’s data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

9. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel - Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way, Memphis, TN 38125, in the case of Sedgwick, and to Mark Langdorf, School Board of Brevard County, 2700 Judge Fran Jamieson Way, Melbourne, FL 32940, in the case of Client.

10. Assignment:

BPS and Sedgwick each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, , and assigns of such other Party, in respect to all covenants of this Agreement. Neither BPS nor Sedgwick shall assign, sublet, convey, or

transfer its interest in this Agreement without the written consent of the other which consent shall not be unreasonably withheld or delayed. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of BPS or Sedgwick, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than BPS and Sedgwick.

11. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represent the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties. Should there be a conflict with any exhibit and this Agreement, the terms of this Agreement prevail.

12. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law principles. If any dispute or claim arises hereunder that the Parties are not able to resolve amicably, the Parties agree and stipulate that such litigation shall be resolved in the State of Florida, and the Parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding.

13. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "Force Majeure"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, epidemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both Parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a Force Majeure Event occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

14. Headings:

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

15. Relationship of Parties; Expenses:

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

16. Waiver of Breach:

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

17. Subcontractor Disclosure:

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

18. Equitable Adjustment:

This Agreement contemplates that the standards applicable to this Agreement are those in

effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise. In the event of a change in a service standard, Sedgwick may request an equitable adjustment in its compensation if such change increases Sedgwick's cost of providing the services under this Agreement or reduces its profitability. Any adjustment in compensation is subject to approval of BPS.

19. Non-Solicitation:

Client acknowledges and agrees that Sedgwick personnel who perform the services are a valuable asset to Sedgwick and difficult to replace. Accordingly, Client agrees that, during the term of the Agreement, and for twelve months thereafter, it will not solicit, contract or hire Sedgwick personnel or encourage them to seek employment or any other contractual arrangements with Client. The Parties further agree that in the event Client breaches the provision of this Section, Client shall pay Sedgwick liquidated damages in the amount of two times the annual compensation to be paid to such person for each such breach, which is the Parties' good faith estimate of the amount of damages to Sedgwick from such breach. This Section shall survive the termination of this Agreement.

20. PUBLIC RECORDS.

1.1. **IF SEDGWICK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**

1.2. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Sedgwick acknowledges its legal obligation to comply with Section 119.0701, F.S. Sedgwick shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, in accordance with such Act. Sedgwick shall comply with all applicable statutory requirements for retaining public records and shall transfer, at the sole cost and expense of BPS, all public records belonging to BPS and in the possession of Sedgwick upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

1.3. A request to inspect or copy public records relating to BPS's contract for services must be made directly to BPS's Custodian of Public Records. If BPS does not possess the requested records, BPS's Custodian of Public Records shall

immediately notify Sedgwick of the request. Sedgwick will use its best efforts to provide a copy of the records in Sedgwick's possession to BPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S.

- 1.4. Should Sedgwick fail to provide the requested public records to BPS within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- 1.5. Sedgwick shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Sedgwick does not transfer the records to BPS. Upon completion, expiration, or termination of this Agreement, Sedgwick shall transfer, at to the sole cost and expense of BPS, all public records belonging to BPS and in its possession or keep and maintain public records required by BPS to perform the services. If Sedgwick keeps and maintains public records upon completion, expiration, or termination of this Agreement, Sedgwick shall meet all applicable requirements for retaining public records and provide requested records to BPS pursuant to the requirements of this Article. All public records stored electronically must be provided to BPS in a format that is compatible with the information technology systems of BPS.

21. E-Verify. Under Executive Order 11-116, and Section 448.095, effective July 1, 2020, Sedgwick shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Sedgwick shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Sedgwick must provide evidence of compliance with the law by January 1, 2021 in compliance with 448.095, Fla. Stat. Evidence may consist of, but is not limited to, providing notice of it E-Verify number. Failure to comply with this provision is a material breach of the Agreement and Client may choose to terminate the Agreement at is sole discretion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

School Board of Brevard County

Sedgwick Claims Management Services, Inc.

By _____
Misty Belford, Board Chairperson

By J. Edward Peel

Title Vice President

Date _____

Date May 7, 2020

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick is administering the self-insured general liability, automobile liability, products liability and workers' compensation claims for Client as follows:

State(s) Serviced: Florida

Sedgwick Servicing Office: Pompano Beach, FL

II. Account Coordination

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

Mark Langdorf
School Board of Brevard County
2700 Judge Fran Jamieson Way, Melbourne, FL 32940
321-633-1000 x 11620
Fax # 321-617-7755

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

Billy Welch
255 Primera Blvd., Suite 400, Lake Mary, FL 32746
407-495-9599
Fax # 407-833-4111

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

EXHIBIT B

SERVICE FEES

Client shall pay the following fees on a life of claim basis for services provided during the term of this Agreement:

1. Claim Fees

A. Percentage of Paid Losses:

For Workers' Compensation, Automobile Liability, General Liability and Products Liability, the Responsible Party will pay Service Fees at the rate of 8.9% of Paid Losses for July 1, 2020 – June 30, 2021; 9.4% of Paid Losses for July 1, 2021 to June 30, 2022; and 9.9% of Paid Losses annually for the time period of July 1, 2022 through June 30, 2025 (Total payment on Qualified Claims) on Qualified Claims. Qualified Claims will be handled to conclusion, but only to the extent that they remain Qualified Claims. Service Fees will not exceed \$12,000 on any Qualified Claim.

B. Handle to Conclusion (Fixed Fee):

The following per Claim Service Fees are payable to Sedgwick for handling Service Discrimination Claims to Conclusion.

Service Discrimination Claims \$165 per Claim — Services include payment of legal fees as directed by the Client.

2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on July 1, 2020 and ending on June 30, 2023:

- A. viaOne access, which includes one (1) view user and one (1) query user (for a total of two (2) users), is provided at no charge for the duration of the contract (July 1, 2020 - June 30, 2025). Additional access is available for the following: a fee of \$321 per view user per year and \$1,599 per query user per year for year 1; a fee of \$326 per view user per year and \$1,623 per query user per year for year 2; a fee of \$331 per view user per year and \$1,647 per query user per year for year 3; a fee of \$336 per view user per year and \$1,672 per query user per year for year 4; a fee of \$341 per view user per year and \$1,697 per query user per year for year 5. Sedgwick will make available, through Sedgwick's proprietary claims system, claim-related data with "web-enabled" access. Client will have "view only" access to the system for the term specified or as contemplated in Section 5(C) of this Agreement. Client will bear responsibility for its own hardware, software, connection and similar costs for accessing the electronic claims management system.
- B. In the event of contract termination, ViaOne view access shall be made available

to the Client at \$321 per viaOne user per year and upon terms and conditions mutually agreeable to both Parties. Client shall also receive an annual claim payment history summary for its annual actuarial reporting requirement until all claims handled by Sedgwick close upon terms and conditions mutually acceptable to both Parties and at no additional cost to Client.

- B. \$26,525 per data source converted for up to 100,000 records in the source.
- C. Claim Intake is included in the Service Fees during the term of this agreement.

3. Invoicing

For Workers’ Compensation, Automobile Liability, General Liability, and Products Liability Claims, the Client will initiate a wire transfer on a monthly basis to Sedgwick unless otherwise provided in any separate agreement between Sedgwick, Client, and Client’s insurance carrier.

4. Care Management Fee Schedule

All claim administration fees and services contemplate the deployment of Sedgwick’s managed care services for all bill review and case management services. Managed care fees are detailed below. Fees may change from time to time upon 60 days’ written notice. The following fee schedule is not equivalent to the updated fee schedule submitted/attached to this communication.

Service	Rate
Medical bill review and provider networks	
State fee scheduling/usual, customary and reasonable; state reporting of all medical bills	18% of savings
Preferred provider organization (PPO) networks / out of network services	
California outcomes-based statewide medical provider network (MPN) (all California bills)	
Texas healthcare network (HCN)	
Surgical Implants	28% of savings
Clinical services	

Service	Rate
Clinical consultation	<p>\$90 per call</p> <p>Implementation fee \$1,550: (one-time)</p> <p>Fees to be determined for changes to standard workflows/script</p>
Clinical consultation with intake (FROI)	<p>Year 2020 – 2021: \$79 per call with \$22 Customer Service Fee</p> <p>Year 2021 – 2022: \$85 per call with \$22 Customer Service Fee</p> <p>Year 2022 – 2023: \$90 per call with \$0 Customer Service Fee</p> <p>Year 2023 – 2025: \$115 per call with \$0 Customer Service Fee</p> <p>Implementation fee \$1,550: (one-time)</p> <p>Fees to be determined for changes to standard workflows/script</p>
Telephonic case management	<p>Evaluation and recommendation \$150</p> <ul style="list-style-type: none"> • 1–30 days: \$395 • Every 30 days thereafter: \$295 <p>Surgery nurse service charged at same TCM rates as outlined above.</p> <p>Surgery nurse app: \$100 per case</p>
Customized Nurse Services	\$105 per hour
Behavioral health specialist	\$105 per hour
Utilization review	\$125 per review
Physician advisor/peer review	\$275 per review
Complex pharmacy management	Pharmacy nurse management/pain coaching: \$115 per hour

Service	Rate
	<p>Option #1</p> <ul style="list-style-type: none"> • First medication \$375 • 2 to 4 meds \$650 • 5 to 7 meds \$975 • 8 to 12 meds \$1,400 • More than 12 meds \$1,400 plus \$100 per each additional med (script) with cap of \$2,200 <p>Option #2 - Physician and PharmD management (as needed): \$250 per hour</p>
Work placement solutions	
Transitional work placement (at Not-for-profit)	\$900 for placement or no-show
Return to Work Specialist	<p>\$105 per hour</p> <p>Telephonic return-to-work services including customized return to work individual claim or program plans, development or consultation</p>
Field case management	
Field case management: Full field	<p>\$105 per hour, plus direct expenses</p> <p>Exceptions to standard rate:⁽¹⁾⁽²⁾</p> <p>Catastrophic case management: \$165 per hour</p> <p>Crisis Care Nurse: \$165 per hour</p>
Field case management: Clinical assessment	<p>\$719: One visit</p> <p>\$865: Two visits</p>
Field case management: Vocational screening/testing	\$890
Field case management: Vocational assessment	\$890

Service	Rate
Field case management: Job analysis	\$790
Field case management: Ergonomic evaluation	\$790
Field case management: Labor market survey	\$640
Field case management: Automated transferable skill analysis	\$359
Field case management: Life care plan	\$165 per hour
Field case management: Expert witness/expert testimony	\$165 per hour
Field case management: Customized RTW services	\$165 per hour
Field case management: Limited assignment	\$105 per hour ⁽¹⁾
Field case management: IME facilitation/attendance	\$105 per hour ⁽¹⁾
(1) Alaska and Hawaii @ \$137 per hour, California @ \$135 per hour, and New York City @ \$135 per hour.	
(2) Minnesota QRC Med/Voc @ \$99.47 per hour. Travel @ \$74.60 per hour. Wait @ \$49.74 per hour. QRC MR/VR @ \$89.47 per hour. Travel @ \$74.60 per hour. Wait \$49.74 per hour.	
Sedgwick managed care administrative services	
Sedgwick standard medical card	No charge; customization starts at \$3,500
Standard provider panel postings	Included in Sedgwick Bill Review program fees
Lien resolution	<p>28% of the below fee schedule savings subject to minimum fee of \$125 and cap of \$7,500 per lien</p> <p>Expert witness testimony or hearing representation charged at \$125 per hour plus direct expenses</p>

5. SIU Service Fees

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days’ prior written notice to Client:

Service name	Price
Research services	
Comprehensive background	\$450
Social media investigation	\$250
SmartPlus	\$395
Canvassing services	\$250
Skip tracing/individual locate	\$175
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties: \$35 (per county)
Records request	\$100 plus cost of records
Social media monitoring	\$25/week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <u>Additional expenses to hourly rate:</u> Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$10 (post prelim)
Unmanned surveillance	\$700 per day (three-day minimum) Deployment and extraction of stationary device: \$85 per hour: All other states \$95 per hour: California, Hawaii and New York
Video copies	\$60 per additional copy plus shipping
Field Services	
Alive and Well Check - In person	\$325: All other states \$350: California, Hawaii and New York
Alive and Well Check-Virtual Interview	\$125
Activity Check	\$350: All other states \$375: California, Hawaii and New York
AOE/COE Recorded Statement Scene Investigation Trial/Deposition	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York Mileage charged at IRS standard mileage rate
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	\$95 per hour
Fraud investigation (includes state reporting)	\$95 per hour
SIU intelligence program	Workers’ compensation and general liability — \$150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

6. Subrogation and Other Recoveries:

- A. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty percent (20%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- B. As determined by the Parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick's accounts payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client; or
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

7. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from Sedgwick's systems.

MANAGED CARE SERVICE SCHEDULE

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

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

diagnosis questions.

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

Additional Managed Care Services

Telephonic Case Management

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

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

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

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

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

- Sedgwick claims offices will receive standard, open, closed, referred, and savings reports. All information collected will allow for insured level, by office reporting. Client customized communication reports may carry an additional charge to be borne directly by Client. If this is the case, these charges will be detailed in a separate document to be agreed upon in writing between the Parties.

Evaluation and Recommendation

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

- In the evaluation and recommendation phase, a Sedgwick nurse will receive demographic and initial claims professional contact information and open the case. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities.
- Status reports will be provided, within seventy-two (72) hours to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.
- Continued telephonic case management will proceed on only those cases in which clinical activities can assist in resolving medical or RTW issues at the discretion of the Sedgwick claims professional. These activities require regular contact with the injured worker, treating physician or therapist, and Client, as appropriate.

CALL CENTER SERVICE SCHEDULE

1. Sedgwick will perform the following call center services:
 - A. Provide to the Client a toll free number owned by Sedgwick to be used by Client and its employees to access the Sedgwick telephonic claims intake center during the term of the Agreement between Client and Sedgwick regarding a claims administration program for Client's Program as defined in Exhibit A.
 - B. Shall fill out the appropriate form as required by an applicable program or statute.
 - C. Provide a copy of the form to Client via fax, mail, or electronically as agreed with Client.
 - D. Provide a copy of the form via fax, or electronically to the Sedgwick office responsible for managing the loss, as necessary.

2. Client agrees that:
 - A. Client shall provide Sedgwick in a timely manner information to facilitate distribution of report copies by Sedgwick.
 - B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part hereof, plus applicable taxes, if any.

SIU SERVICE SCHEDULE

Sedgwick Special Investigations Unit (“Sedgwick SIU”) will provide centralized management of investigative service vendors and will maintain a national vendor list of approved service providers based upon client or local Sedgwick office preference. Sedgwick SIU will establish quality benchmarking and ensure its vendors are properly licensed and maintain insurance coverage as mandated in vendor agreements with these firms.

Sedgwick SIU will serve as a central referral and coordination unit providing the following SIU services for the fees itemized in Exhibit B:

1. Assessment services including case review, consultation, action plan development, state fraud filing, claim file demand and fraud packaging.
2. Field services including surveillance, activity checks, alive and well checks, and on-site investigations including recorded statements, AOE/COE, and scene investigations.
3. Research services including comprehensive background checks, internet searches, facility canvasses public records, skip tracing, criminal, civil and asset checks.
4. SIU compliance services including carrier and state annual reporting and fraud awareness training.
5. And, other services as outlined in Exhibit B.

MEDICARE REPORTING SERVICES SCHEDULE

To assist the Client in fulfilling Client's Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8) and the CMS User Guide ("User Guide") published on March 16, 2009 (and as amended and revised), Sedgwick will perform the following reporting services:

1. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.
2. Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.
3. Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in the User Guide.
 - a. Client will be responsible for maintaining a valid RRE Identification Number as described in the User Guide and is a condition precedent to Sedgwick performing the duties under this section. Failure to maintain the RRE Identification Number will result in Sedgwick's inability to properly report claims on behalf of the Client. Sedgwick assumes no responsibility for maintaining a valid RRE Identification Number on behalf of the Client.
4. Sedgwick will assist Client as follows:
 - a. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the User Guide.
 - b. Sedgwick will report directly to CMS on behalf of the Client as an Account Designee (reporting agent), and/or Account Manager as such term is defined in the User Guide.
 - c. Sedgwick will prepare the required data files and submit them to CMS on a periodic basis in order to properly query and report the appropriate files as defined in the User Guide.
5. Sedgwick will be responsible for payment of any and all fines assessed to Client regarding compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:
 - a. Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
 - b. Sedgwick did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

CLINICAL CONSULTATION SERVICES SCHEDULE

Sedgwick will provide clinical consultation services. Clinical consultation services allow a nurse to speak with the injured employee at the time that the claim is reported in order to make recommendations whether medical intervention is needed. At the time of the initial call to Sedgwick, the injured employee will be transferred to a nurse who will utilize clinical guidelines to assess the injury, recommend immediate return-to-work or refer the claimant to the appropriate medical treatment provider, and document the care recommendation.

Sedgwick will make outbound calls to the injured employee on appropriate claims to obtain injured employees' status and conduct the clinical consultation survey 24 hours after the initial clinical consultation call.

The current fee for agreed upon clinical consultation services are set forth in Exhibit B, but this fee will be reviewed and agreed upon annually with sixty days' written notice to Client of any changes. The fee for this service shall be added to Client's periodic invoicing.