

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 6, 2011

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Ken O’Brien, Dennis Stapleton, Tommy Thompson

RESOLUTION NO. 11-12

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 3, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 3, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote On Motion                      Mr. Thompson    Aye            Mr. O'Brien            Aye            Mr. Stapleton            Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-13

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

Per the Collective Bargaining Agreement, the Director of Environmental Services recommends approval of wage changes for Greg Blevins, Robert Brode, W. Kevin Brutchey, James Carey, Tom Compton, Anthony Cooper, John Darrough, Nick Eichensehr, John Feightner, Nate Frey, John Garrett, Mark Hobler, Mark Howard, Brian Keener, Brian McGinniss, John Miller, John Moss, Terry Mossbarger, Walt Pollock, Cecil Puckett, Brian Rammelsberg, James Rutherford, Cory Smith, Will Southan, Ricky Thomas, Walt Thompson, Dave Ward, Todd Ward, Jason Watts, Dave Wisner, Marshall Yarnell, Gary Defourny and Ike Ibenegbu ; effective January 1, 2011.

Therefore Be It Resolved, that, per the Collective Bargaining Agreement, the Commissioners approve wage changes for Greg Blevins, Robert Brode, W. Kevin Brutchey, James Carey, Tom Compton, Anthony Cooper, John Darrough, Nick Eichensehr, John Feightner, Nate Frey, John Garrett, Mark Hobler, Mark Howard, Brian Keener, Brian McGinniss, John Miller, John Moss, Terry Mossbarger, Walt Pollock, Cecil Puckett, Brian Rammelsberg, James Rutherford, Cory Smith, Will Southan, Ricky Thomas, Walt Thompson, Dave Ward, Todd Ward, Jason Watts, Dave Wisner, Marshall Yarnell, Gary Defourny and Ike Ibenegbu ; effective January 1, 2011.

Vote On Motion                      Mr. O'Brien            Aye            Mr. Thompson            Aye            Mr. Stapleton            Aye

RESOLUTION NO. 11-14

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICE, INC (SEDGWICK, CMS) TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR DELAWARE COUNTY’S WORKERS COMPENSATION SELF INSURED PROGRAM:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve a service agreement with Sedgwick, CMS for administration of the self insured claims program.

SERVICE AGREEMENT FOR ADMINISTRATION OF  
A CLAIMS PROGRAM

This Agreement is entered into effective the 1st day of September, 2010, by and between Sedgwick Claims Management Services, Inc. ("Sedgwick CMS") and Delaware County ("Client").

RECITALS

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1. Client self-insures its claims administration program for workers' compensation risks and desires to have Sedgwick CMS provide the specific services set forth below in connection with such self-insured program (the "Program," as defined on Exhibit A, attached hereto).

2. Sedgwick CMS is willing to provide such services on the terms and conditions hereinafter stated.

**Agreement**

**1. Services to Be Performed by Sedgwick CMS :** Sedgwick CMS agrees to perform the following services:

A. With regard to Self-Insured Claims Administration, Sedgwick CMS 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 CMS 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 CMS 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 CMS 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 and which shall be available for review by Client during normal business hours upon reasonable notice;
- (6) Notify excess or umbrella insurers of each Qualified Claim where the values may exceed Client's retention, providing such insurers 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 CMS, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
- (10) Annually report federal, state and local 1099 information under Sedgwick CMS's tax identification number(s) for vendor payments issued by Sedgwick CMS on bank accounts established and owned by Sedgwick CMS on behalf of Client, but not for payment authorizations when Sedgwick CMS does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick CMS owned claim fund account.

B. Sedgwick CMS will provide managed care services as set forth in the attached Managed Care Service Schedule which is incorporated by reference.

C. With regard to Ohio state fund claims with a date of loss prior to September 1, 2008, Sedgwick CMS shall:

- (1) Upon request, provide to Client an adequate supply of claim forms. Client shall distribute said forms to employees and medical suppliers as necessary;
- (2) Upon receipt from Client of all claim applications, supporting documentation, and related correspondence, examine all such materials for accuracy, completeness and eligibility. Sedgwick CMS shall forward correspondence to the appropriate agency for thither processing;
- (3) Confer with Client's designated representative(s) regarding disputed claims, and, when appropriate, contact the claimant, medical provider(s), and/or the appropriate state agency;

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- (4) Review all Indemnity Claims to determine if all awards are made within the rules and regulations of the governing Ohio state fund program. Corrections will be requested in those cases where overpayments have been established, but only to the extent that such errors, when corrected, will result in rate changes and/or refunds;
- (5) Report to Client through personal contact or special bulletins any changes in procedures produced by legislative or administrative revisions, as deemed necessary by Sedgwick CMS;
- (6) In disputed claims, when appropriate, discuss Client's intended action regarding the issue(s). Additional information and supporting documentation may be requested at this time;
- (7) Upon notification of a scheduled administrative hearing, provide information to Client so that Client can arrange for a qualified representative to attend on behalf of Client;
- (8) Notify Client when a claimant has exceeded the normal period of recovery for a particular type of injury or disease and recommend appropriate action;
- (9) Upon authorization by Client, arrange for an employer-sponsored medical examination of a claimant. The cost of such examination shall be the responsibility of Client; and
- (10) Analyze, on an individual claim basis, claims to determine if rehabilitation intervention is appropriate. All costs relating to such intervention must be pre-authorized by Client and shall be Client's financial responsibility.

**2. Obligations of Client:**

- A. Client shall provide Sedgwick CMS in a timely manner with excess insurance or umbrella insurance information for the policy years necessary for proper notification of applicable Qualified Claims to such insurers by Sedgwick CMS. Should Client fail to provide such information, Sedgwick CMS shall be relieved of any obligation to provide any notification to any excess or umbrella insurer.
- B. Client shall pay to Sedgwick CMS 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 of this Agreement, plus applicable taxes, if any.
- 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 CMS, 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 CMS, if applicable); rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; costs of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; and travel fees and expenses incurred at Client's request. Prior to issuing checks for payment of expenses or otherwise, Sedgwick CMS will provide to Client, via email, a detail of all such expenses and/or checks for approval by Client.
- D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account") established by and belonging to Sedgwick CMS. Sedgwick CMS shall have full responsibility for the care, custody and control of the Claim Account, including the performance of reconciliations, but Client shall be responsible for providing sufficient funds to enable Sedgwick CMS to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:
  - (1) There is a substantial increase or decrease in claims payment activity;
  - (2) Client fails to fund the Claim Account within the agreed upon time period;
  - (3) There is a change in funding cycle;
  - (4) The escrow is recalculated at Client's request; or
  - (5) The escrow amount is automatically recalculated on an annual basis.
- E. It is expressly understood that Sedgwick CMS shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, Sedgwick CMS will have no obligation to perform any further services and may terminate this Agreement upon three (3) days

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prior written notice to Client.

F. Sedgwick CMS shall obtain approval by the County prior to making any individual payment of an allocated loss adjustment expense in any amount on any Qualified Claim. Such approvals shall not be unreasonably withheld and shall be provided in a timely manner so as to afford compliance with applicable law and good administration practices. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. It is agreed that Sedgwick CMS 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 CMS shall have no discretion to redeem, compromise or settle any Qualified Claim. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick CMS. Failure of Sedgwick CMS to settle a Qualified Claim within such limit, however, shall not subject Sedgwick CMS 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 CMS or should Client in any other way breach a material term of this Agreement, Sedgwick CMS shall then have the right to refuse to perform any further services. If Sedgwick CMS elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick CMS will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick CMS may be eligible,

**3. Discontinuance of Operations:**

Should Client discontinue its business for any reason, all current fees due Sedgwick CMS through the date of business discontinuance shall be paid immediately. Sedgwick CMS shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick CMS' 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 Ohio.

**5. Term of Agreement and Termination:**

A. The term of this Agreement shall be for the period commencing on September 1, 2010 and ending on August 31, 2011.

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 CMS is providing services to Client on a life of contract basis. If requested by Client, Sedgwick CMS 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 and data tape fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.

D. If Sedgwick CMS is required by Client's excess 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 CMS a mutually agreed upon fee, plus the prevailing fee for any information technology or data tapes required by Insurer.

E. Upon expiration or termination of this Agreement, Sedgwick CMS shall deliver, at Client's sole cost, the hard copy and electronic files Sedgwick CMS has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick CMS), except those Sedgwick CMS has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick CMS or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts therefrom. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick CMS's option and Client shall have no recourse against Sedgwick CMS for failure to retain them. Upon request and for the prevailing fees at the time of termination, Sedgwick CMS will also provide its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick CMS's computer system(s). Imaged files will be returned to the Client in their same format.

**6. Practice Of Law:**

It is understood and agreed that Sedgwick CMS will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

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**7. Indemnification:**

A. Sedgwick CMS shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Client agrees that Sedgwick CMS, its officers, directors, employees and agents are not responsible for any and all losses, damages, claims, causes of actions, costs, judgments and expenses (including attorneys fees and costs) arising from, in connection with, or pertaining in any way to this Agreement and such workers' compensation claims or coverage contemplated herein unless and until a finding is entered to the effect that Sedgwick CMS failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick CMS agrees to indemnify, hold harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick CMS in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or adjustment of its claims. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.

B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client retains administration of a claim, Sedgwick CMS, its officers, directors, employees and agents are not liable for the losses, damages, costs, judgments and expenses (including attorneys 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 from Client's acts or omissions in administering such claim.

C. If Client's access to claim data includes the ability to add and modify data, Sedgwick CMS shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client,

D. 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 CMS's network, Sedgwick CMS 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 herein 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. Subject to Ohio Revised Code Section 149.43, 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 CMS to compile and disseminate aggregate, de-identified information for 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 CMS 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, Sedgwick Claims Management Services, Inc., 1100 Ridgeway Loop Road, Memphis, TN 38120, in the case of Sedgwick CMS, and to Brad Euans, Delaware County, 10 Court Street, 2nd Floor, Delaware, Ohio 43015 in the case of Client.

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**10. Successors:**

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

**11. Entire Agreement and Modification or Amendment:**

This Agreement and its attached exhibits and schedules represents 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.

**12. Applicable Law:**

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of law principles.

**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, 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 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 occurs, the party delayed or unable to perform shall give immediate notice to the other party.

**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 hereto; 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 occur 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 CMS provides a full range of medical management and investigative services to its clients, as well as structured settlements, Medicare set-aside, claim indexing services, imaging, auto-bill adjudication and extra-territorial claims administration services. Client recognizes and agrees that delivery of some of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick CMS. Invoices for these services will be paid as allocated expenses on individual claims, unless otherwise agreed between Client and Sedgwick CMS. 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 CMS, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick CMS 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.

**Exhibit A**

**SERVICE PROGRAM OVERVIEW**

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**I. Introduction**

Sedgwick CMS is administering the self insured workers compensation claims for Client as follows:

<b>State Served</b> Ohio	<b>Sedgwick CMS Servicing Office</b> Dublin, OH
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**II. Account Coordination**

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

Brad Euans  
Delaware County  
10 Court Street, 2nd Floor  
Delaware, Ohio 43015  
Phone 740-833-2127  
Fax 740-833-2119  
beuans@co.delaware.oh.us

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

Kelly Powers  
CompManagement, Inc., a Sedgwick CMS Company  
6377 Emerald Parkway  
P.O. Box 9063  
Dublin, Ohio 43017  
Phone 614-760-1724  
Mobile 614-558-2822  
Fax 614-932-1832  
kelly.powers@sedgwickcms.com

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 for services provided during the term of this Agreement.

**1. Claims Administration Fee**

Client shall pay Sedgwick CMS the following claims administration fees for services provided between September 1, 2010 and August 31, 2011:

- A. \$14,000 for administration of the self-insurance claims
- B. \$5,000 for administration of the Ohio state fund runoff claims

**2. Miscellaneous**

- A. For purposes of this Agreement, an "Indemnity Claim" shall mean any workers' compensation Qualified Claim:

- for which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or the time lost from work exceeds the state prescribed waiting period; or

- for which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner's attorney; or

- where paid medical costs exceed \$3,000; or

- denied claims that otherwise would have been classified as Indemnity Claims; or

- claims which Client requests to be investigated or classified as an Indemnity Claim; or

- any claim for which subrogation is investigated or pursued; or

- any claim open longer than twelve months.

- B. Access for three E-Team users shall be provided at no additional charge.

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- C. Bank account maintenance and reconciliation will be provided for \$250 per month
- D. Client is responsible for storage of claim files closed at the time that Sedgwick CMS begins claims administration.

**3. Invoicing**

The implementation fee is billed upon notification of award.

Sedgwick CMS shall submit its invoice for all other fees on a quarterly basis, in advance, based on an annual fee estimate. Shortly after the expiration of the contract year, or upon termination, Sedgwick CMS shall compare the installment amounts paid by Client to the actual fee due. Client shall pay any additional fee due, or Sedgwick CMS shall reimburse Client for any overpayment, as the case maybe.

**4. Managed Care Charges**

The following fees will be charged to the appropriate Qualified Claim file on an as incurred basis. 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:

**Integrated injury Management**

Telephonic case management: \$355 per claim for the first 30 days; \$265 per claim for the second 30 days; \$175 per each 30 days thereafter

Utilization review: \$98 per review

**Bill Review**

State Fee Scheduling/Usual, Customary, and Reasonable: \$8.00 per bill.

Preferred Provider Organization (PPO) networks: 27% of savings

Panel card production: No charge for standardized cards

Out-of-network, Specialty Usual & Customary bill review: 20% of savings with a \$5,000 maximum fee for medical bills less than \$100,000, a \$12,000 maximum fee for medical bills between \$100,000 and \$300,000 and a \$17,000 maximum fee for medical bills greater than \$300,000

Complex tile review (nurse review): \$98 per hour

**5. Subrogation Recoveries**

Sedgwick CMS shall pursue subrogation and Second Injury Fund recoveries as appropriate and all subrogation/recovery cases will be handled by our centralized recovery unit. Client shall pay Sedgwick CMS fifteen percent (15%) of the recovery received. All 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. Upon receipt of the recovery check, Sedgwick CMS shall deposit such checks into the Client owned bank account (when one exists) or forwarded directly to Client. Sedgwick CMS will subsequently invoice Client for the appropriate fees due Sedgwick CMS.

**6. 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 CMS undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick CMS for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees set forth herein are conditioned upon the use of integrated injury management and bill review services. In the event that integrated injury management and bill review services are not utilized, then the fees shall be modified accordingly.

Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick CMS for an additional annual fee.

All applicable state taxes will be added to the service fees in states where this is required.



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All fees are contingent upon the use of Sedgwick Managed Care services.

**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 CMS 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) 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.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Stapleton**

**-No Specific Comments At This Time**

**Commissioner O'Brien**

**-911 Board Meeting Tuesday; Future Costs And Upgrades; Committee Will Meet On Bringing Back 911levy**

**Commissioner Thompson**

**- MORPC Email Regarding Forum On Waterways; Neighbors Of Reservoirs Owned By Columbus**

**RESOLUTION NO. 11-15**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES :**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 10:15AM.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

**RESOLUTION NO. 11-16**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:52AM.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 11-17**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn the meeting.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 6, 2011

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Ken O'Brien

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners