

RESOLUTION No. 25-263Date of Adoption AUG 07 2025

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAWCouncilman /woman _____
SPONSORED BY: _____Factual content certified by
Maria Richardson
MARIA RICHARDSON, BUSINESS ADMINISTRATOR

presents the following Resolution:

**RESOLUTION EXERCISING THE OPTION TO EXTEND THE CONTRACT AWARDED
TO CLAIMS RESOLUTION CORPORATION, INCORPORATED, TO PROVIDE THIRD PARTY
ADMINISTRATOR SERVICES FOR THE DEPARTMENT OF ADMINISTRATION FOR AN
ADDITIONAL ONE (1) YEAR FROM SEPTEMBER 1, 2025, TO AUGUST 31, 2026, IN AN AMOUNT NOT
TO EXCEED \$140,150.00 – CC 2023-09**

WHEREAS, on September 5, 2024, Resolution No. 24-337 awarded a contract to Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 to provide Third Party Administrator Services for the Department of Administration in an amount not to exceed \$133,150.00 for a period of one (1) year with an option to extend one (1) additional year in an amount not to exceed \$140,150.00 for the City of Trenton, Department of Administration; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, The City of Trenton, Department of Administration, has determined that Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 has provided Third Party Administrator Services in a satisfactory manner, and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from September 1, 2025, to August 31, 2026; and

WHEREAS, funds in an amount not to exceed \$140,150.00 have been certified to be available in the following account number: 5-01-80-8030-688. The City of Trenton shall exercise the option to extend this contract from September 1, 2025, to August 31, 2026.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to exercise the option to extend the contract for an additional one (1) year from September 1, 2025, to August 31, 2026 awarded to Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 in an amount not to exceed \$140,150.00 to provide Third Party Administrator Services for the City of Trenton, Department of Administration for the said purpose in the manner prescribed by law.

MOTION: <u>FRISBY</u>					SECOND: <u>Figueroa Kettenburg</u>									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ	✓			
FELICIANO	✓				HARRISON				✓					
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

AUG 07 2025Maryann Gonzalez

President of Council

City Clerk

RESOLUTION # 25-263

EXERCISING THE OPTION TO EXTEND THE CONTRACT WITH CLAIMS RESOLUTION CORPORATION, INCORPORATED TO PROVIDE THIRD PARTY ADMINISTRATION SERVICES FOR THE CITY OF TRENTON FOR A PERIOD OF ONE (1) YEAR FROM SEPTEMBER 1, 2025 TO AUGUST 31, 2026 IN AN AMOUNT NOT TO EXCEED \$140,150.00

CC2023-09

THE AGREEMENT made this 8th day of AUGUST 2025, by and between the CITY OF TRENTON, a municipal corporation, of the State of New Jersey, with principal offices located at 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 (hereinafter the "City") and CLAIMS RESOLUTION CORPORATION, INCORPORATED, 323 PITNEY ROAD, SUITE 200, GALLOWAY, NEW JERSEY 08205 (hereinafter "CONTRACTOR")

WHEREAS, on September 5, 2024, Resolution No. 24-337 awarded a contract to Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 to provide Third Party Administrator Services for the Department of Administration in an amount not to exceed \$133,150.00 for a period of one (1) year with an option to extend one (1) additional year in an amount not to exceed \$140,150.00 for the City of Trenton, Department of Administration;

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (2) two one-year extensions; and

WHEREAS, on August 7, 2025 Resolution No. 25-263 exercised the option to extend the contract to Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 to provide Third Party Administration Services, and it is in the best interest of the City of Trenton, Department of Administration to exercise the option to extend the contract for an additional one (1) year from September 1, 2025 to August 31, 2026; and

WHEREAS, funds in the amount not to exceed \$140,150.00 to exercise the option to extend the contract for an additional one (1) year. The City of Trenton shall award this contract from September 1, 2025 to August 31, 2026.

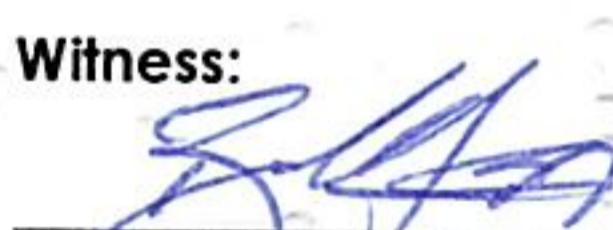
NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor hereby authorized to exercise the option to extend the contract for an additional one (1) year from September 1, 2025 to August 31, 2026 with Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 in amount not to exceed \$140,150.00 to provide Third Party Administration Services for the City of Trenton, Department of Administration for the said purposes in the manner prescribed by law.

IN WITNESS WHEREOF, the parties have hereunto set their bands and seals the day and year first above written.

ATTEST:

CITY OF TRENTON

Witness:


BRANDON L. GARCIA
MUNICIPAL CLERK

8/25/25
DATE


W. REED GUSCIORA, MAYOR

9-10-15
DATE


CLAIMS RESOLUTION CORPORATION, INCORPORATED
323 PITNEY ROAD, SUITE 200
GALLOWAY, NEW JERSEY 08205



Claims Resolution Corporation, Inc.

June 2, 2025

Maria Richardson, Business Administrator
319 East State Street
Trenton, NJ 08608

Dear Maria Richardson,

In response to your recent request, Claims Resolution Corporation (CRC) is pleased to confirm our agreement to extend the current contract with the City of Trenton for the period of September 1, 2025, through August 31, 2026, under the existing terms and rate of \$140,150.00.

We value our long-standing partnership with the City and are committed to ensuring continuity and the highest standard of service. Over the past six years, it has been our privilege to support your operations with consistent efficiency, accuracy, and professionalism, standards we remain dedicated to upholding throughout the upcoming extension period.

If you have any questions or require additional information, please feel free to contact me directly at (973) 731-5700, ext. 309. We look forward to continuing our collaboration and contributing to the City's ongoing success.

Thank you again for your continued trust and partnership.

Sincerely,

Rachel Ruiz
Director of Client Services

RESOLUTION

No. 24-337

SEP 05 2024

Date of Adoption

Factual content certified by

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

PRESENTS THE FOLLOWING RESOLUTION:

Approved as to Form and Legality

WESLEY BRIDGES, CITY ATTORNEY

COUNCILMAN / WOMAN

SPONSORED BY:

**RESOLUTION EXERCISING THE OPTION TO EXTEND THE COMPETITIVE CONTRACT
AWARDED TO CLAIMS RESOLUTION CORPORATION INCORPORATED TO PROVIDE THIRD-
PARTY ADMINISTRATION SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF
ADMINISTRATION IN AN AMOUNT NOT TO EXCEED A FLAT ANNUAL FEE AMOUNT OF
\$136,650.00 PER YEAR – CC2023-09**

WHEREAS, on August 3rd, 2023, Resolution No. 23-378 awarded a contract to Claims Resolution Corporation Incorporated, 323 Pitney Rd. Suite 200 Galloway, NJ 08205 for the City of Trenton, Department of Administration in an amount not to exceed \$133,150.00 for a period of two (2) years from August 31st, 2023 to August 31st, 2024 with an option to extend the contract for an additional two (2) one (1) year extensions in an amount not to exceed \$133,150.00 per year; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, The City of Trenton, Department of Administration has determined that Claims Resolution Corporation Incorporated, 323 Pitney Rd. Suite 200 Galloway, NJ 08205 has performed in a satisfactory manner to provide third-party administrator services, and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from August 31st, 2024, to August 31st, 2025; and

WHEREAS, funds in an amount not to exceed \$136,650.00 have been certified to be available in the following account number: 4-01- -80-8030-688. The City of Trenton shall exercise the option to extend this contract from August 31st, 2024 to August 31st, 2025.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to exercise the option to extend the contract for an additional one (1) year from August 31st, 2024 to August 31st, 2025 awarded to Claims Resolution Corporation Incorporated, 323 Pitney Rd Suite 200 Galloway, NJ 08205 for the City of Trenton, Department of Administration for the said purpose in the manner prescribed by law.

MOTION: <i>Frisby</i>										SECON D: <i>Edwards</i>			
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent	Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FELICIANO	✓		
FIGUEROA	✓				HARRISON	✓							
KETTENBURG													
FRISBY	✓				WILLIAMS	✓							

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on SEP 05 2024

Carlyle Gleason
President of Council

City Clerk

RESOLUTION

No.

23-378

Date of Adoption

AUG 03 2023

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., CITY ATTORNEY

Factual content certified by

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO CLAIMS RESOLUTION CORPORATION INCORPORATED, TO PROVIDE THIRD PARTY ADMINISTRATOR SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF ADMINISTRATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED A FLAT ANNUAL FEE OF \$133,150.00 - CC2023-09 WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) ONE (1) YEAR OPTIONS

WHEREAS, Resolution Number 08-154 authorized the utilization of competitive contracting in lieu of public bidding for Third Party Administrator Services for general liability claims, worker's compensation claims management and loss control services as required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1 et. seq.; and

WHEREAS, a Request for Competitive Contracting Proposal was advertised on June 9, 2023, and three (3) proposals were received on July 12, 2023 and reviewed for procurement by the purchasing agent, and proposals were evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

WHEREAS, the proposal of Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed a flat annual fee of \$133,150.00 have been certified to be available in account # 3-01- -80-8030-688 (\$133,150.00) contingent upon the adoption of the final CY'2023 budget with an option to extend two (2) one (1) year extensions 2nd year (\$136,650.00 and 3rd year (\$140,150.00).

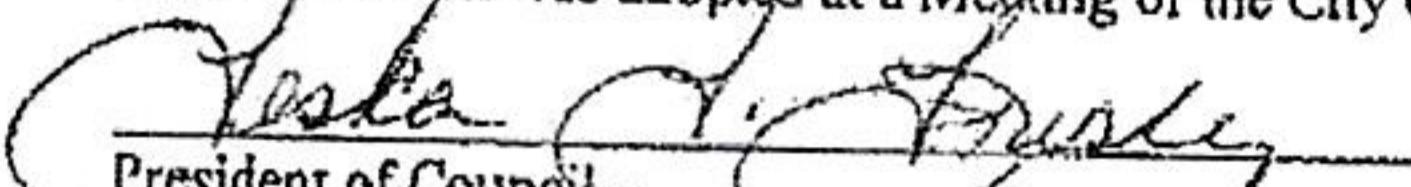
RESOLUTION

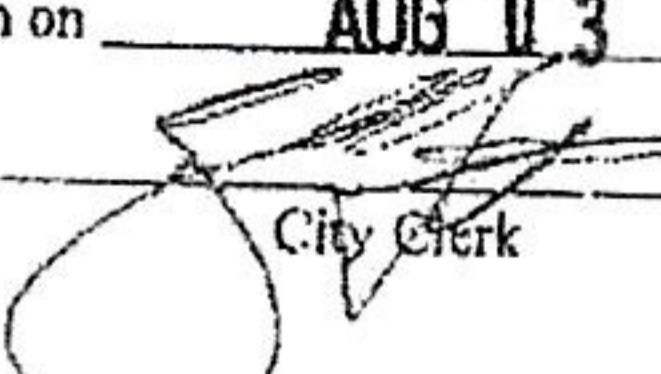
NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Claims Resolution Corporation, Incorporated, 323 Pitney Road, Suite 200, Galloway, New Jersey 08205 to provide Third Party Administrator Services for General Liability Claims, Worker's Compensation Claims Management and Loss Control Services in an amount not to exceed a flat annual fee of \$133,150.00 for a period of one (1) year from date of award with an option to extend two (2) one year (1) extensions for the City of Trenton, Department of Administration.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

MOTION:						SECOND:											
	Aye	Nay	Abstain	Absent			Aye	Nay	Abstain	Absent				Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ		✓				FRISBY			✓			
FELICIANO	✓				HARRISON		✓							✓			
FIGUEROA KETTENBURG	✓				WILLIAMS		✓										

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on AUG 03 2023.


President of Council


City Clerk

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2023-09
RESOLUTION NO.#23-378

PROVIDE THIRD PARTY ADMINISTRATOR SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF ADMINISTRATION

THIS CONTRACT, made this 4th day of AUGUST 2023 by and between the **CITY OF TRENTON**, **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **CLAIMS RESOLUTION CORPORATION INCORPORATED., 323 PITNEY ROAD, SUITE 200, GALLOWAY, NEW JERSEY 08205** ("CONTRACTOR")

WHEREAS, the City has a need to **THIRD PARTY ADMINISTRATOR SERVICES** for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide **THIRD PARTY ADMINISTRATOR SERVICES** in the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:

The City agrees to retain **CLAIMS RESOLUTION CORPORATION INCORPORATED., 323 PITNEY ROAD, SUITE 200, GALLOWAY, NEW JERSEY 08205** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration.

2. SCOPE OF SERVICES

SEE **SCOPE OF SERVICES SECTION**

3. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from AUGUST 4, 2023, TO AUGUST 3, 2024, in an amount not to exceed a flat fee of \$133,100.00, with an option to extend the contract for an additional two (2) one (1) year options; **2nd year (\$136,650.00) and 3rd year (\$140,150.00)**

4. STATUS OF CONTRACTOR:

It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended, nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

5. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

6. INTEGRATION: Resolution #23-378 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the

execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration.

7. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

9. **MISCELLANEOUS PROVISIONS:**

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies,

- f. Contractor will not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- i. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:
 1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

~~John~~
CLAIMS RESOLUTION CORPORATION INCORPORATED
323 PITNEY ROAD, SUITE 200
GALLOWAY, NEW JERSEY 08205

8/28/23
DATE

Seal: _____

Attest: Shawn Mallay

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and
year above written.

ATTEST:

B.G.
BRANDON GARCIA
MUNICIPAL CLERK

CITY OF TRENTON

W.R.G.
W. REED GUSCIORA
MAYOR

Claims Resolution Corporation, Inc.

Fee Schedule

City of Trenton

July 12, 2023

Services:		
Third Party Claims Administrator Fees		
Flat Annual Fee Year 1		\$133,150.00
Flat Annual Fee Year 2		\$136,650.00
Flat Annual Fee Year 3		\$140,150.00
Included in the above Fee:		
	<ul style="list-style-type: none">▪ All claims management functions▪ Claims investigation▪ Subrogation▪ State filings and reporting▪ Creation of client handling instructions▪ Creation of implementation plan▪ Establishment of data hierarchy▪ Set up of client users in RMIS system▪ Creation and funding of loss fund account, establish funding, and check writing protocols▪ Participation in monthly claims reviews▪ Quarterly stewardship meeting▪ Reporting to excess/fronting carrier▪ Risk Management Information System cost to include: 10 User ID's, internet access to claim files, the ability to e-mail your adjuster, and access to our library of template risk management reports together with initial training and ongoing support▪ Monthly loss runs and loss fund activities reports▪ Medicare Reporting and claim filing	

Services:

Bill Review & Managed Care Services Fees

Included in the above Fee:

- All bill review and multiple PPO access
- Set up of all managed care services including medical bill review and PPO networks

14-28% of Savings

Loss Control Services (*Hourly*)

\$95.00

**Fully Automated OSHA/PEOSH Record Keeping/Reporting
(optional)**

Included

Flat hourly rate for any accident or occurrence resulting in ten (10) or more multiple claimants

\$75/hr.

All fees are quoted on an annual life of contract basis. Claims Resolution Corporation Inc. (CRC) will handle all reported losses through conclusion for so long as there is a contractual relationship between the Client and CRC. CRC requires the execution of an annually renewable contract with a minimum of 90 days notice of termination and a 20% short rate penalty applicable to Client termination prior to the end of the contract period.

The quoted claims administration fees do not include those fees normally associated with allocated loss adjustment expenses. Allocated Loss Adjustment Expenses (ALAE) shall mean all costs, charges or expenses incurred by Company, its agents or its employees, and approved by Client in writing, with respect to a Qualified Claim including without limitation, court costs, fees and expenses (including reasonable attorneys' fees); checks, printing costs and banking fees, appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers and managed care fees (including those provided by Company, if applicable); medical case management; peer review; injury triage; field investigation; MMSEA reporting; MSA set-asides; MSA medical cost projections; utilization review fees; rehabilitation services; experts and witnesses; fees for obtaining statements and official reports, payment processing, 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 and reasonable travel fees and expenses incurred by Company in the performance of the services contemplated herein.

Client understands and acknowledges that the Company may have business agreements, including cost sharing arrangements, with vendor service providers that perform services related to this Agreement or in connection with the services provided under this Agreement including services related to allocated and unallocated expenses. As part of these business agreements, there may be financial considerations paid by the vendor service provider to the Company for the resources and services that the Company may provide, which could include marketing, personnel, information technology, system access, and various administrative services. Client understands and acknowledges that it is under no obligation to utilize any vendor provider that is recommended by the Company to perform services related this Agreement and if Self Insured elects not to utilize the services of a recommended vendor provider, then Self Insured can select a vendor service provider it chooses to the perform such services. Self Insured acknowledges that if it selects a vendor service provider different than one that is recommended by Company then there may be an adjustment to the Claims Administration Services fee. Self-Insured also acknowledges that it has control over the types of and amounts of services a vendor service provider performs under or in connection with this Agreement, whether recommended by the Company or selected by Client.

Inservco's Fee Proposal for the City of Trenton: RFP CC2023-09

Inservco's flat annual fee for Claims Management Services for workers' compensation and liability claims are as follows:

Year 1: \$218,000

Option Year 1: \$218,000

Option Year 2: \$224,540

Inservco's flat annual fee includes the following:

- Conversion of existing claims and all start up services
- Aggressive management of all new & existing claims
- Issue all payments
- Monthly loss runs reports and standard computer reports
- Claim review meetings
- Monthly check registers
- Complete and file mandated claim forms
- Coordinate litigated claims with attorney
- Coordinate claims with excess carrier
- Coordinate needs with private investigator
- Enter all claims data into our Pyramid System
- Investigate and pursue subrogation potential on all claims
- Investigate and pursue fraudulent activities
- CIB Search
- SCHIP Reporting

Allocated Expenses

The claims management fee does not include usual allocated expenses, such as attorneys' fees, outside appraisal costs, photographers' fees, travel expenses for witnesses, surveillance performed by independent professional surveillance firms, Medicare set-aside costs, claim coordination fees, independent medical examinations for claim evaluation and defense purposes, PPO Network discounts, bill repricing, court reporters' fees and court costs or defense of any claim. The claims management fee does not include any of Inservco's managed care or safety management services.

Medical Bill Review and PPO Access Fees: 20% of Savings

Nurse Case Management fees: \$92/hour

Telephonic Case Management if assigned to FMCO: \$92/Hour

Fees are based on standard system integrations with managed care vendors. Inservco routinely works with several managed care vendors including First Managed Care Option that do not incur additional integration costs.

Inservco has a financial cost share arrangement with FMCO who may perform services related to this account or in connection with the services provided with this account including the Claims Administration Services provided by Inservco and the services related to allocated and unallocated

expenses. As part of these business arrangements, there may be financial considerations paid by the vendor service provider to Inservco for the resources that Inservco may provide, which include marketing, personnel, information technology, system access, and various administrative services.

Safety Management Hourly Rates

Professional fees for safety management services are on an allocated cost basis of \$125 per hour. Project and annual fees can be provided.