

# RFP 2022-120 ANNUAL CONTRACT FOR SELF-INSURED WORKERS' COMPENSATION PROGRAM CLAIMS ADMINISTRATION, COST CONTAINMENT, 504 PROGRAM ADMINISTRATION, AND/OR MEDICAL CASE MANAGEMENT

## BUNDLED PRICING SCORES

EVALUATION CRITERIA	MAX POINTS	SECONDARY AWARD	PRIMARY AWARD	
GENERAL INFORMATION	200	TRISTAR Claims Management Services Corpus Christi, TX HUB - No	Sedgwick Claims Management Services, Inc. Memphis, TN HUB - No	AS&G Claims Administration, Inc. Houston, TX HUB - No  Cannon Cochran Management Services, Inc. Danville, IL HUB - No
SECTION 1 - CLAIMS ADMINISTRATION	100	129.58	134.12	126.00
SECTION 2 - COST CONTAINMENT	100	40.35	41.04	36.98
SECTION 3 - 504 PROGRAM	100	37.21	43.56	38.58
SECTION 4 - MEDICAL CASE MANAGEMENT	100	36.94	42.81	38.34
REFERENCES	100	39.68	43.31	40.82
PRICE FOR ALL SECTIONS	100	60.00	60.00	60.00
	300	291.47	300.00	*
TOTAL	1000	635.24	664.84	340.72
				339.63

\*Vendor did not offer bundled pricing.  
No Bid: Texas Association of Counties

**RFP 2022-120 ANNUAL CONTRACT FOR SELF-INSURED WORKERS' COMPENSATION PROGRAM CLAIMS  
ADMINISTRATION, COST CONTAINMENT, 504 PROGRAM ADMINISTRATION, AND/OR MEDICAL CASE MANAGEMENT**

**INITIAL SCORES - A LA CARTE PRICING**

EVALUATION CRITERIA	MAX POINTS	TRISTAR Claims Management Services Corpus Christi, TX HUB - No	Sedgwick Claims Management Services, Inc. Memphis, TN HUB - No	AS&G Claims Administration, Inc. Houston, TX HUB - No	Cannon Cochran Management Services, Inc. Danville, IL HUB - No	Medicus RX Pharmacy, Inc. dba MedicusRx Houston, TX HUB - Yes	Davies Claims Solutions, LLC Nashville, TN HUB - No
GENERAL INFORMATION	200	129.58	134.12	126.00	126.77	118.91	117.28
SECTION 1 - CLAIMS ADMINISTRATION	100	40.35	41.04	36.98	40.47	33.24	37.14
SECTION 2 - COST CONTAINMENT	100	37.21	43.56	38.58	40.08	32.68	37.18
SECTION 3 - 504 PROGRAM	100	36.94	42.81	38.34	32.18	NO BID	NO BID
SECTION 4 - MEDICAL CASE MANAGEMENT	100	39.68	43.31	40.82	40.14	26.04	37.10
REFERENCES	100	60.00	60.00	60.00	60.00	0.00	50.00
PRICE FOR ALL SECTIONS	300	295.01	291.83	295.38	300.00	*	*
TOTAL	1000	638.78	656.67	636.10	639.63	210.87	278.70

\*Price score not calculated because vendor did not bid on all sections.

No Bid: Texas Association of Counties



## TARRANT COUNTY

**Department of Human Resources**

**Tina T. Glenn  
Director**

**Civil Service  
Administration**

August 3, 2022

Elaine Johnson  
Senior Contracts Administrator  
100 E Weatherford Street, Suite 301  
Fort Worth, Texas 76196

RE: RFP No. 2022-120

Dear Mrs. Johnson,

The selection committee has reviewed the responses to RFP 2022-120 Tarrant County's Self-Insured Workers' Compensation Program Claims Administration, Cost Containment, 504 Program Administration, and Medical Case Management. The committee's recommendation is to select the following vendors:

- Section One – Claims Administration
  - Primary – Sedgwick Claims Management, Inc.
  - Secondary – TriStar Risk Management
- Section Two – Cost Containment – Sedgwick Claims Management, Inc.
  - Primary – Sedgwick Claims Management, Inc.
  - Secondary – TriStar Risk Management
- Section Three – 504 Program Administration
  - Primary – Sedgwick Claims Management, Inc.
  - Secondary – TriStar Risk Management
- Section Four – Medical Case Management
  - Primary – Sedgwick Claims Management, Inc.
  - Secondary – TriStar Risk Management

Sincerely,

A handwritten signature in black ink, appearing to read "Carmellow Jones", is written over a circular stamp or seal.

Carmellow Jones  
Workers' Compensations Coordinator



**SERVICE AGREEMENT FOR ADMINISTRATION OF  
A SELF-INSURED WORKERS' COMPENSATION PROGRAM CLAIMS  
ADMINISTRATION, COST CONTAINMENT, 504 PROGRAM ADMINISTRATION,  
AND/OR MEDICAL CASE MANAGEMENT**

This Service Agreement for Administration of a Self-Insured Workers' Compensation Program Claims Administration, Cost Containment, 504 Program Administration, and/or Medical Case Management Program dated August 16, 2022 (the "Agreement"), is entered into by and between Sedgwick Claims Management Services, Inc. ("Sedgwick"), and Tarrant County (the "County") (Sedgwick and County together the "Parties").

**RECITALS**

1. County self-insures its claims administration program for 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, Section 1).
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 Self-Insured Workers' Compensation Program Claims Administration, Cost Containment, 504 Program Administration, and/or Medical Case Management Sedgwick shall:

- (1) During the term of this Agreement, review all claim and loss reports received from County 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; assignments will be recommended by Sedgwick and approved by the County.
- (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 County and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as County



specifically approves or directs such action in writing;

- (5) Maintain a file for each Qualified Claim which shall be the property of County (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by County or Insurer during normal business hours upon three (3) days' prior written notice;
  - (6) Assist County'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 County 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) Annually report federal, state and local 1099 information under Sedgwick's tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and managed by Sedgwick on behalf of County, but not for payment authorizations when Sedgwick does not issue the checks. County recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, County shall pay the additional bank account fees due.
- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.
  - C. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
  - D. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.

**2. Obligations of County:**

- A. County 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. County 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 County, in its sole discretion, requests Sedgwick to perform services outside of the scope of work listed herein, then County shall compensate Sedgwick for such services at Sedgwick's then applicable standard rates for such service.

- C. County 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, Medicare reporting and compliance services fees and costs, 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 County'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. County shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). County shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of County'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) County 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 County's request; or
  - (5) The escrow amount is automatically recalculated on an annual basis.
- 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. It is further understood that if County fails to promptly provide funds



sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of County 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 County, 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 in an amount up to \$25,000 on any Qualified Claim and shall not need the approval of County to make such payments. This amount may be changed at any time by County 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 \$25,000 and shall not need the approval of County to consummate such redemption, compromise or settlement. This amount may be changed at any time by County 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 County fail to make timely payments of any service fees due Sedgwick or should County 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, County shall promptly assign the Qualified Claim to Sedgwick for management. County 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 County's possession and otherwise cooperate with Sedgwick in carrying out Sedgwick's tasks hereunder.



3. **Discontinuance of Operations:**

Should County 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 County 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 County in the state of Texas.

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

- A. The term of this Agreement shall be for the period commencing on September 1, 2022 and ending on August 31, 2025. At Tarrant County's option and approval by Sedgwick, the contract may be renewed for two (2) additional twelve (12) month period upon terms and conditions mutually agreeable to the Parties.
- B. This Agreement may be terminated by either party at any time, provided that at least ninety (90) days' prior written notice of the effective date of termination is given to the other party.
- C. Sedgwick is providing services to County on a life of contract basis. If requested by County, Sedgwick will continue to process County's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that County 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. 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 is required to adjust County's insured Qualified Claims after expiration or termination of this Agreement, County shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and County shall pay Sedgwick a mutually agreed upon fee, plus the prevailing fee for any information technology or encrypted data files required by Insurer.
- E. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at County'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, 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 County in the same

electronic format. County shall pay Sedgwick a one-time payment, of \$10,000.00, 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 TIB payments, multiple loss runs, payment history for advanced TIB, claim hot list, banking reconciliation, validation of billings paid in field prior to transfer, field examiners validation and release of pending payments, County 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 County does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and County shall have no recourse against Sedgwick for failure to retain them.

- F. Should County terminate the Agreement for convenience within the first twelve months of the Agreement, the County shall pay Sedgwick fees equal to three months of the service fees. Should County terminate for convenience within the second twelve months of the Agreement, the County 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.

**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 County. County 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 County, 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 County's claims, lawsuits, or any form of cause of action against County from Sedgwick funds.

**7. Indemnification:**

- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if Sedgwick is named as a party to any litigation or proceeding, or is the subject of any claim or demand because of its actions on behalf of County. County agrees, to the extent allowed by the laws and Constitution of the State of Texas, to indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from any and all losses, damages, costs, judgments and expenses (including attorneys' fees and costs) with respect to any such litigation, proceeding, claim or demand, unless and until a finding is entered to the effect that Sedgwick failed to exercise such reasonable care in the performance of its obligations hereunder. To the extent



allowed by the laws and Constitution of the State of Texas, Sedgwick agrees to indemnify, hold harmless and defend County, 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 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 County or to County's internal management or adjustment of its claims. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. 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 County, directly or through a subcontractor or vendor of County's choosing ("County Subcontractor"), retains administration of a claim or performs any services for a claim Sedgwick administers, or if County otherwise directs the administration of a claim, to the extent allowed by the laws and Constitution of the State of Texas, County will indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from 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 against Sedgwick related to the acts or omissions of County or the County Subcontractor.
- C. If County's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by County. To the extent allowed by the laws and Constitution of the State of Texas, County shall indemnify, defend and hold Sedgwick, its officers, directors, employees and agents harmless for any loss, cost (including attorneys' fees), claim or judgment which is attributable to County's input or modification of data.
- D. 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 COUNTY HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF SEDGWICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.



- E. 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 County or Sedgwick.
- F. The provisions of this section shall survive the expiration or termination of the Agreement.

**8. Network Security/Confidentiality:**

- A. If County's access to the data management system requires a network connection (the "Network Connection") between County's network and Sedgwick's network, Sedgwick and County 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, County 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 County's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of County, 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. Texas Public Information Act. Notwithstanding the foregoing, Sedgwick acknowledges all information related to this Agreement is subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 (“PIA”), or as otherwise required by applicable law or judicial order. Sedgwick is hereby notified that County strictly adheres to the PIA and the interpretations thereof rendered by the courts and Texas Attorney General (“AG”). County will use best efforts to maintain the confidentiality of all information except where County is required to disclose it under the PIA or other applicable law or judicial order.
- E. 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 Carmellow D. Jones, 100 E. Weatherford, Suite 300, Fort Worth, Texas 76196, in the case of County.

10. **Assignment:**

The County may not assign its rights or obligations under this Agreement. Sedgwick may assign or subcontract part of the services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve Sedgwick of any of its obligations hereunder.

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

This Agreement, with all Exhibits, Tarrant County RFP 2022-120, Sedgwick’s response to Tarrant County RFP 2022-120 and any clarifications are the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. In the event of a conflict between the documents referenced in this Section 9.12, the order of precedence for resolving a conflict shall be: this Agreement taking primary precedence, followed by any written clarifications or Best and Final Offer requests, followed by Sedgwick’s response to Tarrant County RFP 2022-120 and then Tarrant County RFP 2022-120. Amendments or waivers of any provision of this Agreement or its Exhibits shall be valid only as clearly identified as such, in writing and signed by the parties. No purchase order submitted by County, even if accepted by Sedgwick, shall be deemed to modify any terms of this Agreement, unless Sedgwick has expressly stated in writing its intent to do so.



**12. Applicable Law:**

The terms and conditions of this Agreement shall be governed by the laws of the State of Texas 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 courts located in Fort Worth, Texas and the Parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding.

**13. Intentionally Deleted.**

**14. 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 Event"). 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 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. County acknowledges that the foregoing provision does not apply to County'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 County's failure to timely pay such fees.

**15. Headings:**

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

**16. 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.



**17. 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.

**18. 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. County recognizes and agrees that delivery of some of these services are 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 County and Sedgwick. Notwithstanding the foregoing, County agrees and understands that County 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. County 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 County exceed the amount indicated in the Agreement.

**19. 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 shall be entitled to an equitable adjustment in its compensation if such change increases Sedgwick's cost of providing the services under this Agreement or reduces its profitability.

**20. Non-Solicitation:**

County acknowledges and agrees that Sedgwick personnel who perform the services are a valuable asset to Sedgwick and difficult to replace. Accordingly, County 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 County. This Section shall survive the termination of this Agreement. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

Tarrant County

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Sedgwick Claims Management Services, Inc.

By J. Edward Peel

Title Vice President

Date August 4, 2022

Sedgwick  
08042022

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Collier Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



## **EXHIBIT A**

### **SERVICE PROGRAM OVERVIEW**

#### **I. Introduction**

Sedgwick is administering the *Self-Insured Workers' Compensation Program* Claims Administration, Cost Containment, 504 Program Administration, and/or Medical Case Management for County as follows:

**State(s) Serviced:** Texas

**Sedgwick Servicing Office:** Plano

#### **II. Account Coordination**

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

**County Representative:** Carmellow D Jones

**County Name:** Tarrant County

**County Address:** 100 E. Weatherford St, Suite 300 Fort Worth, TX 76196

**Telephone #:** 817.884.2606

**Fax #:** 817.850.2902

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

**Sedgwick Representative:** Susan Mullins

**Sedgwick Office Address:** 10535 Boyer Blvd, Suite 100 Austin, TX 78758

**Telephone #:** 512.797.5031

**Fax #:** 512.346.9321

Each party reserves the right to change its designated representative during the term of the Agreement. Each party shall notify the other party, in writing, of a change in its designated representative.

## EXHIBIT B

### SERVICE FEES

County shall pay the following fees on a **life of contract** basis for services provided during the term of this Agreement:

**Contract Term: September 1, 2022 – August 31, 2025 with two (2) options for renewal of twelve (12) months each upon terms and conditions mutually agreeable to the Parties**

#### Servicing offices

All workers' compensation claims will be managed centrally from Sedgwick's Plano, Texas, service office.

#### Summary of first-year fees

All fees assume the full deployment of Sedgwick managed care services.

#### Annual flat fee option

Sedgwick offers an **annual flat fee pricing option in the amount of \$170,000** based on the estimated claim volumes outlined in the RFP and the estimated required staffing to service those claims. Under this option, Sedgwick reserves the right to modify the annual flat fee if acquisitions, divestitures, changes in program requirements or an increase in claim volume of greater than 10% impacts the staffing requirements of the unit. The volumes provided were as follows: Indemnity 0-287 claims; Medical Only claim 0-191; Incident Only 0-4 claims.

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

#### First year claim fee estimates

Coverage line	Flat fee (Life of contract)
Workers' compensation	\$170,000
Administration fee (annual)	N/A
RMIS (annual)	Included
Total estimated first year fees	\$170,000

#### Items included in the quoted fees include:

- **RMIS access:** viaOne access for four users, which provides a platform-independent, web-based suite of services for viewing and analyzing claims data. Access provides secure, near real-time information from Sedgwick's proprietary claims information systems, including
  - Customizable dashboards with drill-down capabilities
  - Detailed information about the incidents, claimant work status and time tracking information

- Financial information about an event, including the claim's payment history and available reserves
- County diary capability, allowing for the creation of County diaries and customized alerts
- Access to viaOne reports, which create ad hoc detailed reports with user-specified fields and filters
- Access to Sedgwick's advanced analytics portal, a data warehousing platform that takes a deep dive to discover meaningful risk information at the program level
- **RMIS data outgoing feed:** Monthly data file to a single carrier
- **Claims reporting:** Sedgwick pricing includes the use of the Sedgwick call center and/or web reporting technology. Any other method (i.e., fax, email, land mail) will incur a fee of \$24 per reported incident
- **Claim reviews:** Quarterly telephonic claim reviews with electronic status reports. One quarterly claim review will be in person at the County offices as permitted by health protocols.

Additional bundled services and fees based on referral:

- Subrogation and other recovery services (subsequent injury funds and other special funds) will be charged 25% of recoveries
- SIU services will be charged at prevailing rates. We have included our SIU fee schedule with our response.
- RMIS access: Additional viaOne user access is \$870 per user per year
- RMIS data feeds: Additional interface files are \$225 per month for monthly file, \$645 per month for weekly file, \$300 per month for bi-weekly file or \$1,945 per month for daily file
- RMIS: System interfaces or custom programming charged at \$185 per hour
- Risk control services are available for \$155 per hour plus direct expenses for general safety personnel, \$170 per hour plus direct expenses for specialized industrial hygiene and \$180 per hour plus direct expenses for ergonomists/analytics
- MMSEA/SCHIP Medicare reporting fee: One-time \$9 charge per claim for claims involving bodily injuries (workers' compensation, liability, no-fault); we have included a full Medicare fee schedule with details
  - Escheatment services included for claim related payments issued from an escrow account in Sedgwick's tax ID. Under this process, Sedgwick reports uncashed claim related payments to the appropriate state according to the state-specific unclaimed property law.
- OSHA services: Sedgwick provides flexible OSHA recordkeeping solutions. The County has the option to select one of two levels of service to suit their preferences through our viaOne OSHA



proprietary application. The system can generate standard reports such as the OSHA 300, 300A, 301 and Sharps logs as well as other reports such as DART and BLS surveys. Our service levels include:

- Basic – Sedgwick provides initial and ongoing demographic data updates to the application. The County retains responsibility for other recordkeeping decisions, including time tracking, privacy case designation and recordability. Fees are \$6,600 for implementation, \$460 per user per year and \$15 per incident set up in viaOne OSHA
- Advanced – Sedgwick’s trained OSHA analysts assume responsibility for all recordkeeping updates, including time tracking, recordability, injury type designation and privacy. Fees are \$6,600 for implementation, \$460 per user per year and \$31 per incident set up in viaOne OSHA

## Sedgwick managed care

All claims administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services.

Service	Rate
<b>Medical bill review</b>	
State fee scheduling/usual, customary and reasonable; state reporting	\$9.40 per bill
<b>Provider networks</b>	
River View Provider Group	Add \$8.85 per bill (not to exceed \$46,020 annually)
Contracting if master agreement is required	\$225 per contract (not to exceed \$2,250 annually)
<b>Telephonic clinical services</b>	
Telephonic case management (TCM): <ul style="list-style-type: none"> <li>• Telephonic nurse case manager</li> <li>• Surgery nurse case manager</li> </ul>	Evaluation and recommendation \$150 1-30 days: \$395 Every 30 days thereafter: \$295
Behavioral health specialist	\$105 per hour
Customized nurse services	\$105 per hour
<b>Utilization review (UR) and physician advisor</b>	
Utilization review	\$125 per review
Preauthorization (Nurse Only)	\$100 per review
Preauthorization (Physician Only)	\$200 per review (+ Nurse review)
Physician advisor/peer review	\$275 per review
Physician review of records	\$275 per hour
Physician advisor appeal	\$350 per review
Complex pharmacy management	Pharmacy nurse management/pain coaching: \$115 per hour Physician and PharmD management (as needed): \$275 per hour
<b>Field case management (FCM)</b>	
Medical FCM: Full field	\$105 per hour, plus direct expenses such as travel & wait time Urgent/catastrophic case management: \$165 per hour
Crisis care RN	\$165 per hour
<i>FCM tasks:</i>	
One visit clinical assessment	\$720 flat fee
Limited assignment task	\$105 per hour
Specialty task services: life care plan, expert testimony, customized services	\$165 per hour
<b>Vocational and work placement solutions</b>	
Transitional work placement (at not-for-profit)	\$900 for placement or no-show
RTW specialist	\$105 per hour Telephonic RTW
Workplace consultation - program/policy design and planning	\$200 per hour, plus direct expenses
Vocational - full FCMA	\$105 per hour, plus direct expenses



Service	Rate
<i>Vocational field tasks:</i>	
Vocational assessment/testing	\$950 flat fee
Labor market survey	\$640 flat fee
Automated transferable skills analysis	\$360 flat fee
Job analysis or ergonomic evaluation	\$790 flat fee
<b>Clinical consultation services</b>	
Clinical consultation	Standard (24x7x365 access to nurse): \$90 per triage call Premium (blended nurse intake option): \$105 per triage call Advanced (ability to customize workflows): \$115 per triage call* *Level of customization may warrant additional fees
<b>Sedgwick managed care administrative services</b>	
Lien resolution	28% of the below fee schedule savings subject to minimum fee of \$125 and cap of \$7,500 per lien Expert witness testimony or hearing representation charged at \$125 per hour plus direct expenses
Sedgwick standard medical card	No charge; customization starts at \$3,500

## Definitions, terms and conditions

### Definitions

**Life of contract:** Sedgwick will administer all claims received during the contract for the quoted fee. Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

**Indemnity claim:** An indemnity claim shall mean any workers' compensation qualified claim as follows:

- 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 there is time lost from work
- 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
- Where incurred medical costs exceed \$3,000
- That is denied but otherwise would have been classified as an indemnity claim
- For which the County requests to be investigated or classified as an indemnity claim
- That Sedgwick determines additional investigation is necessary to determine compensability, to comply with applicable laws or both
- For which subrogation is investigated or pursued

- That is open longer than 12 months

**Medical only claim:** A medical only claim is defined as any claim that is not an indemnity claim or an incident only claim.

**Incident only:** Incident only claims are claims reported by the County that require no payment or activity other than generating a record in the claims administration system. These claims carry no reserves, and no contacts are made by Sedgwick. If contacts are required on incident only cases, additional fees will apply.

**Allocated expenses:** The claim fees agreed to shall include all costs incurred by Sedgwick in handling claims submitted except those costs normally referred to as “allocated expenses.” These expenses will be billed to the individual claim file when incurred.

In some cases, Sedgwick engages subcontractors to assist us in providing services. In order to hold down the cost to our clients, Sedgwick may have arrangements with these subcontractors to cover expenses for certain activities including, but not limited to development of integrated data systems, account management, quality oversight and ongoing projects that improve penetration and efficiency for our examiners. These cooperative service agreements are not transactional-based and are not dependent on any activity generated by the County. In fact, the flat cooperative service fees remain the same regardless of whether the County uses these vendors on their program or not.

Allocated expenses include but are not limited to:

- Attorney fees and costs
- Hearing representation in lieu of attorney fees including preparation, travel expenses, attendance and system notations
- Court costs and appeal bonds
- Cost of providing rehabilitation services
- Cost of surveillance activities and other outside investigations
- Cost of expert witnesses, accident reconstruction specialists or any other specialist necessary for the investigation and/or defense of a claim
- Cost incurred to obtain statements, photographs, records, transcripts, depositions, digital call recordings, etc.
- Cost of inspections, appraisals, repair management, rental/replacement, etc.
- Cost of independent medical exam
- Cost of medical bill review, managed care and other similar programs
- Cost of medical experts, peer review, UR, case management, pre-certifications and medical necessity evaluations



- Cost of translation services
- Medicare reporting and compliance services fees and costs
- Index filings
- Cost of vocational evaluations, vocational services, training or other vocational activities
- Cost of outside assistance necessary to prepare or protect the County's subrogation right
- Expenses for travel to depositions, mediations, arbitrations, hearings or other legal proceedings at the County's request or as required by law or rule of a federal, state or local agency

**Payment terms:** All recurring fees such as claims service, program management and information technology fees are billed on actuals on a monthly basis in arrears. If a flat fee pricing option is selected, all recurring fees are billed on a quarterly basis in advance based on annual estimates. The estimates are subject to audit 30 days after the conclusion of each contract year. All invoices are payable upon receipt.

All service fees contemplate program service commencing on September 1, 2022. In the event the effective date of services is delayed at the request of the County, Sedgwick reserves the right to bill the County for program deployment expenses incurred outside of the scope of agreed implementation period, up to and including full fees for service on the originally scheduled implementation date with invoices payable upon receipt.

**Taxes:** All applicable taxes will be added to the service fees where this is required. Sedgwick may be required, in some jurisdictions, to collect and remit sales tax on the services provided to the County. If billed, the taxes will be stated separately on the invoice. If Sedgwick is provided an exemption certificate, in good faith, tax will not be charged. In the event that a jurisdiction invalidates or does not accept the exemption certificate, Sedgwick will not be liable for any penalty or interest that may be charged.

**Early termination:** Should the County terminate for convenience within the first 12 months of the agreement, the County shall pay Sedgwick fees equal to three months of the service fees. Should the County terminate during the second 12 months, the County shall pay fees equal to two months of the service fees. Termination fees are payable within 30 days of the date of notice of such termination.

**File storage:** The County is responsible for the storage of claim files closed at the time that Sedgwick begins claims administration.

**Submission of all applicable claims (Not Applicable if a Flat Fee is chosen):** The fees quoted are based on the assumption that the County will forward to Sedgwick all claims arising during the applicable time period in a covered jurisdiction. In the event that the County does not forward all such claims to Sedgwick, we reserve the right to adjust the fees accordingly.

**Contract term:** All fees assume that the Parties will enter into a three-year contract (09.01.2022 – 08.31.2025; may be renewed for two additional 12 month periods) with an annual increase to all fees of three percent (3%).



# Special Investigation Unit (SIU) 2022 Services and Pricing

SIU fees are detailed below. Fees may change from time to time upon 60 days' written notice.

Service name	Price
<b>Research services</b>	
Social media investigation	\$275
Smart plus investigation	\$475
Comprehensive background	\$525
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 per week of monitoring
Other research services	Quote upon request
<b>Surveillance services</b>	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i> <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 <i>Mileage charged at IRS standard mileage rate</i>
Video copies	\$60 per additional copy plus shipping
<b>Field services</b>	
Alive and well check - in person	\$325: All other states \$350: California, Hawaii and New York
Alive and well check - virtual interview	\$125



Service name	Price
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 <i>Mileage charged at IRS standard mileage rate</i>
International investigations	Quote upon request
Other field services	Quote upon request
<b>Assessment services</b>	
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

A detailed description of each service can be found on the Sedgwick SIU portal page.



# Medicare Compliance 2022 Workers' Compensation Services

Medicare set-aside fees are detailed below. Fees may change from time to time upon 60 days' written notice.

No.	Service name and description	Price
1	<b>MSA:</b> This comprehensive report is primarily used to assist the examiner in determining an appropriate amount of money to set aside for the benefit of Medicare at the time of settlement. This MSA expires after six months per CMS guidelines.	\$2,500
2	<b>MSA without submission:</b> This is a compact, evidence based MSA report that will not be submitted to CMS for review. It does not expire.	\$2,000
3	<b>Zero-dollar MSA waiver:</b> Preparation and submission of the \$0 MSA to CMS. This is only for DENIED cases where \$0 in medical and indemnity payments have been made.	\$1,750
4	<b>Complex MSA:</b> Any MSA that includes three or more open claims to be included in the same report, catastrophic cases or more than 200 pages of medical records. In addition to WCMSA fee.	\$650
5	<b>MSA submission:</b> Compiling, reviewing, analyzing and submitting necessary documentation to CMS for approval of an MSA.	\$800
6	<b>Medicare lien search:</b> Sedgwick's lien resolution program will review and obtain conditional payment information from Medicare or Medicare advantage organization when applicable.	\$165
7	<b>Medicare lien appeal:</b> Sedgwick's lien resolution program will file an appeal with Medicare or Medicare advantage organization for any unrelated charges. No charge for liens under \$1,000.	\$350
8	<b>Medical cost projection (MCP):</b> An MCP is similar to an MSA in that it projects the anticipated future medical care for a claimant. However, it could contain non-Medicare covered expenses and is not submitted to CMS for approval. Generally completed on claims with no current Medicare exposure or for reserving purposes.	\$2,250
9	<b>MSA/MCP combination report:</b> This product is a combination of the MSA and MCP. It includes one report that summarizes medical records and two spreadsheets (Medicare and non-Medicare items).	\$3,300
10	<b>MSA update:</b> All updates will be charged at a flat rate. Exception: MSAs older than two years may be charged the full MSA rate for an update.	\$615 per update
11	<b>Social security disability check:</b> We will check to determine if the claimant has applied for or been accepted for Social Security disability benefits.	\$350
12	<b>Rated age request:</b> In certain circumstances, it may be necessary to secure a rated age to minimize the MSA.	\$25

- Definitions: “Claims Administration Services” shall include the administration, adjustment, management, oversight and handling of Claims arising out the County’s Program. Claims Administration shall also include, but not limited to, the following services:
  1. Providing supervision of the loss adjustment process.
  2. Determining and implementing appropriate claims practices to conclude Claims in accordance with Sedgwick’s established processes.
  3. Adhering to high standards of professional conduct.
  4. Adjusting and managing Claims to assure the County and claimants receive high quality service.
  5. Establishing, monitoring and timely revisions of case reserves.
  6. Settling Claims within the applicable coverage terms and conditions.
  7. Maintaining current knowledge of applicable adjustment practices and procedures, local practices, applicable insurance coverage, court decisions, current guidelines in the claims function, and Program changes and modifications as advised by the County.
  8. Assisting in the preparation of Claims for suit, hearing, trial, or subrogation as appropriate.
  9. Acting as County’s liaison with medical bill reviewers, first notice of loss reporting services defense counsel.
  10. Reviewing bills of service providers.
  11. Preparing and submitting status and administrative reports in accordance with Sedgwick’s established practices.
  12. Preserving subrogation rights and overseeing subrogation recovery.
  13. Cost containment Services.
  14. 504 program administration.
  15. Medical Case Management including
    - Acceptance of assigned cases, both telephonic and field case management.
    - Evaluation, medical management and coordination of appropriate care arising to facilitate the employee’s recovery.
    - Preparing and submitting medical status and reports.



# Surety Bond

Bond No. 26587016

Sedgwick Claims Management Services, Inc.

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_  
as Principal, and WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the

Tarrant County as Oblige, in the maximum penal sum of

One Million Dollars and NO/100 (\$ 1,000,000.00 ),

lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement dated 9/1/2022, with the Oblige to perform services in accordance with the terms and conditions of the REP NO. 2022-120-Tarrant County's Self-Insured Workers' Compensation Program Claims Administration, Cost Containment, 504 Program Administration and/or Medical Case Management (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept a renewable bond, this Bond shall be effective for the period of 8/4/2022, to 8/4/2023, and may be extended for additional one (1) year periods from the expiration date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than thirty (30) days advance written notice of its intent not to renew this Bond.
2. Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this bond or any extension thereof.
3. This bond shall have final and definite expiration date of 8/4/2023.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing and addressed to the parties at the addresses specified below. Any demand or request for payment must be made prior to the effective date of nonrenewal.

If to Surety:

WESTERN SURETY COMPANY

101 S. Reid St., Ste. 300

Sioux Falls, SD 57103-7046

605-336-0850

7. This Bond shall be void unless signed and acknowledged by the Oblige below.

SIGNED, SEALED AND DATED this 4th day of August, 2022.



Principal Sedgwick Claims Management Services, Inc.

By: Steph R. Kley

WESTERN SURETY COMPANY

By: Maureen McNeill  
Maureen McNeill, Attorney-in-Fact



Signed and acknowledged as to the Oblige, this 05 day of August, 2022.

By: Karen Beth Whipple

By:

S-5025c  
PRF76011ZZ0404f

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Maureen McNeill**

, Individually

of Philadelphia, Pennsylvania, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 26587016

Principal: Sedgwick Claims Management Services, Inc.

Obligee: Tarrant County, Texas

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4 day of August, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.