

EXHIBIT “D”
ADDITIONAL SERVICE ADDENDUM TO CONTRACT
MMSEA Section 111 Reporting Services

MMSEA Section 111 Service Addendum (“Addendum”) is made as of _____ (the “Addendum Effective Date”), by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”) and Wake County, North Carolina (“Client”).

1. **Purpose of Addendum.** Sedgwick and Client entered into that certain Services Agreement dated _____ (the “Agreement”). This Addendum sets forth additional responsibilities of Sedgwick related to the mandatory reporting provisions of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“MMSEA”) for those claims covered by the Agreement (“Applicable Claims”). Such responsibilities shall be performed as part of the Services Agreement.
2. **Definitions**
 - 2.1 Claim Input File – means the data set transmitted from a MMSEA RRE to the COBC containing claim information for all Applicable Claims identified as involving Medicare beneficiaries.
 - 2.2 Claim Response File – means the file transmitted from the COBC to the RRE’s account in response to a particular Claim Input File, containing the following for each claim contained in the Claim Input file: (a) data elements from the Claim Input File; (b) data elements from Medicare’s files; (c) a code indicating the results of processing; and (d) any error codes and compliance flags associated with each claimant’s file.
 - 2.3 CMS – means the Centers for Medicare & Medicaid Services, which is the entity responsible for implementation of the MMSEA reporting program.
 - 2.4 COBC – means the Coordination of Benefits Contractor, which is the entity that is assisting the CMS in the implementation of the MMSEA reporting program and manages the reporting systems and databases, including the RRE registration and reporting website.
 - 2.5 Data Elements – means the specific information required to be reported by the RRE to the CMS pursuant to MMSEA for each Applicable Claim.
 - 2.6 Query File – means a dataset of all Applicable Claims of the RRE transmitted on a particular date to the COBC to request information regarding whether any of the claimants are Medicare beneficiaries (is or was entitled and enrolled in Medicare).
 - 2.7 Query Response File – means a the file transmitted from the COBC to the RRE’s account in response to a particular Query File, indicating which of the queried Applicable Claims can be identified as involving Medicare beneficiaries based upon the information submitted.
3. **Services Provided by Sedgwick.** Sedgwick will provide the following services to Client related to Clients’ MMSEA reporting requirements for the Applicable Claims (“Services”):

3.1 Completion of the Testing Process for File Submissions. Sedgwick will complete all Query File and Claim Input File submission testing required by the COBC and obtain approval from the COBC for reporting of real data.

3.2 Processing of Client's Query File.

- A. On a monthly basis, Sedgwick will assemble and transmit Client's Query File to the COBC within the submission timeframe assigned to Client by COBC.
- B. Sedgwick will receive and review the Query Response File transmitted to Clients RRE Account by the COBC, and will use reasonable efforts to correct any mismatches or errors identified in the Response File, subject to Client's obligations to assist with the correction of any such mismatches or errors.

3.3 Processing of Client's Claim Input File.

- A. Sedgwick will make reasonable efforts to collect all Data Elements required for every Applicable Claim.
- B. On a quarterly basis, Sedgwick will assemble and transmit Client's Claim Input File to the COBC within the submission timeframe assigned to Client by COBC.
- C. Sedgwick will retrieve and review the Claim Response File transmitted to Clients RRE Account by the COBC. Sedgwick will then use reasonable efforts to correct any mismatches or errors identified in the Response File, subject to Client's obligations to assist with the correction of any such mismatches or errors.

3.4 Resolution of Noncompliance Issues. Upon request of Client, Sedgwick will assist Client in responding to any issues raised by CMS, including any notices of noncompliance.

3.5 Account Manager Services. Sedgwick will serve as Account Manager for Client and perform all functions generally required of account managers by MMSEA.

4. **Obligations of Client.** Client agrees to cooperate with Sedgwick and assist Sedgwick in the collection of claimant Data Elements for the Applicable claims, and assist Sedgwick with the correction of any errors and/or mismatches in the Data Elements for the Applicable Claims within the timeframes required by the CMS for such corrections. Client will provide all Client RRE account-related information necessary for Sedgwick to perform the Services described in this Addendum, including without limitation, the RRE ID, and the Claim Input File reporting period. Additionally, Client will make any changes in the RRE account reasonably requested by Sedgwick, including without limitation, any necessary changes in file transmission method, and appointment or removal of Account Designees. Client will promptly provide Sedgwick with copies of any correspondence received by Client from CMS relating to Client's MMSEA reporting reasonably requested by Sedgwick.

5. **Term & Termination.**

5.1 Term. This Addendum will be in effect as of the Addendum Effective Date and shall run concurrently with the current term of the Agreement, including any extensions.

5.2 Early Termination by Either Party. During the term of this Addendum or any period of renewal, either party may terminate this Addendum upon the occurrence of any one of the following events and in accordance with the following procedures:

- A. Either party may terminate this Addendum in the event of a materials breach by the other party, upon thirty (30) days advance written notice of such breach.
- B. This Addendum may be terminated by either party for any reason, upon ninety (90) days advance written notice.
- C. This Addendum shall automatically terminate upon the termination of the Agreement.

6. **Limitation of Services & Indemnification.**

6.1 Reporting of Applicable Claims. Sedgwick will only provide the reporting Services to Client for Applicable Claims.

6.2 Collection/Accuracy of Data Elements. Client acknowledges and agrees that there are an extensive number of Data Elements that must be collected for each Applicable Claim and narrow timeframes for the preparation and submittal of the Query File and the Claim Input Files to the CMS. Therefore, Sedgwick shall not be responsible for any liabilities, fines, penalties, expenses, or any other form of damages or sanctions arising out of or resulting from any of the following:

- A. Client's failure to promptly report any claim to Sedgwick.
- B. Any erroneous Data Elements for any Applicable Claim provided by (1) Client, (2) the injured party or his/her attorney, (3) any third party, including without limitation, medical providers or vendors, or CMS and/or COBC, and/or (4) any missing or erroneous Data Elements from any Applicable Claim transferred to Sedgwick by Client or a prior administrator/service provider for Client.

6.3 Indemnification. Subject to the limitations contained in this Addendum, including without limitation paragraphs 6.1 and 6.2, Sedgwick will indemnify and hold harmless Client for any fines or penalties assessed by CMS during the term of the Agreement against Client due to the negligence of Sedgwick or its subcontractors.

7. **General Provisions**

7.1 Use of Subcontractors. Sedgwick reserves the right to use subcontractors for any portion of the MMSEA reporting program. The services under this Service Addendum shall not be subcontracted unless approved by the County in writing. In the event that subcontracting is allowed, Provider shall contractually bind subcontractor to the insurance provisions set forth in Section VIII and the Indemnity provisions set forth in Section IX of the Agreement to which this Service Addendum is attached for any services performed.

7.2 Modifications. In the event of any of any change(s) in reporting requirements pursuant to MMSEA, Sedgwick may modify the terms of the Services provided to the extent reasonably necessary to comply with such change(s) in reporting requirements. Sedgwick shall provide at least thirty (30) days advance written notice of such modifications to Client unless the nature of the

change(s) to the MMSEA reporting requirements require more rapid modification of the Services, in such case Sedgwick will provide reasonable notice as the circumstances allow. To be effective, all modifications must be in writing and signed by both parties.

7.3 Unforeseen Circumstances. Neither party shall be liable or deemed to be in breach for a delay or failure in performance of this Addendum or interruption of services resulting from acts of God, civil or military authority, war, riots, civil disturbances, accidents, fire, earthquake, floods, strikes, lock-outs, labor disturbances, foreign or governmental order or other similar causes not reasonably within its control.

7.4 Entire Agreement. This Addendum constitutes the entire agreement among the Parties with respect to its subject matter and supersedes all other prior agreements and understandings, both written and oral.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

**Sedgwick Claims Management Services,
Inc.**

Wake County, North Carolina

Signature

Signature

Printed Name & Title

Printed Name

Date

Date