

AGREEMENT
between
OHIO BUREAU OF WORKERS' COMPENSATION
and

Sheakley UniComp, Inc.

This is an Agreement by and between

Sheakley UniComp, Inc. (the "MCO"), having offices at

One Sheakley Way, Cincinnati, Ohio

and the State of Ohio, Bureau of Workers' Compensation (the "Bureau" or "BWC"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

Whereas, the Bureau is required to administer the Health Partnership Program ("HPP") under the provisions of Ohio Revised Code Section 4121.44 and the Rules promulgated under the authority of Ohio Revised Code Section 4121.441; and,

Whereas, the Bureau desires to obtain the services of one or more managed care organizations to provide medical management and return to work services to Ohio employers and injured workers in accordance with the HPP; and,

Whereas, the MCO desires to provide medical management and return to work services in support of the Bureau's administration of the HPP; and,

Whereas, the Bureau desires to maintain the highest public trust and confidence in the integrity and impartiality of the HPP; and,

Whereas, the MCO desires to conduct its business and maintain its business arrangements in a manner that avoids any appearance of, or actual conflict of interest that would jeopardize the public trust and confidence in the HPP or the MCO's continued participation in the HPP;

Now, therefore, the parties hereto in consideration of the services to be performed and the compensation to be paid mutually agree to the following:

1. **SCOPE OF SERVICES.** The MCO shall provide for and perform the following services and activities:

A. MEDICAL MANAGEMENT.

(1) The MCO shall provide medical management and return to work services for all workers' compensation claims assigned to it (except claims the employer has elected to place under the \$1,000, \$5,000 or \$15,000 Medical-Only Programs) that result from injuries and occupational diseases to employees arising out of the course and scope of employment as provided by law, including, when appropriate and as required by this Agreement, Medical Case

15. CONFIDENTIALITY.

(A) The MCO, its officers, agents, employees, representatives, subcontractors and assigns shall keep confidential all information, in whatever form obtained, in the performance of this Agreement, including but not limited to knowledge of the contents of confidential records of the Bureau. Any information subject to the confidentiality laws of this state, including but not limited to employer premium data subject to Ohio Revised Code Section 4123.27 and claim file data subject to Ohio Revised Code Section 4123.88, shall not be released to any person other than authorized representatives of the Bureau, unless the Bureau directs its release or such release is in accordance with Rule 4123-3-22 of the Ohio Administrative Code.

(B) The MCO agrees that any confidential information obtained in the performance of this Agreement is for the sole use of the MCO to further the stated goals and objectives of the HPP and shall be used for no other purpose.

(C) The MCO acknowledges that release of any confidential information other than in accordance with Rule 4123-3-22 of the Ohio Administrative Code to any third parties (including, but not limited to, MCO parent, subsidiary, or affiliate companies, and sub-contractors of the MCO), is strictly forbidden without the express prior written authorization of BWC.

(D) In the event that any confidential information is released to any third parties, these third parties assume the same liabilities and obligations as the MCO has incurred under this paragraph. In the event that any confidential information is misused by the MCO and/or subcontractors of the MCO, such entities may be liable for damages arising out of such misuse.

(E) The MCO shall comply with, and shall assist the Bureau in complying with, all disclosure, notification or other requirements contained in Sections 1347.12, 1349.19, 1349.191, and 1349.192 of the Ohio Revised Code, as may be applicable, in the event computerized data that includes personal information, obtained by the MCO in the performance of this Agreement, is or reasonably is believed to have been accessed and acquired by an unauthorized person and the access and acquisition by the unauthorized person causes, or reasonably is believed will cause a material risk of identity theft or other fraud.

(F) The provisions of this Section 15 shall survive the termination of this Agreement.

16. HOLD HARMLESS AND INDEMNIFICATION.

The MCO shall hold the Bureau harmless and indemnify the Bureau from and against any and all claims, demands, losses, and causes of action asserted against or incurred by the Bureau that result from or arise out of the work performed by the MCO, its agents, employees, representatives, and subcontractors, under this Agreement, or any errors, omissions, negligent conduct or intentional acts of the MCO, its agents, employees, representatives, and subcontractors.

17. LIMITATION OF LIABILITY.

The Bureau's liability for damages for services rendered pursuant to this Agreement, whether in contract or in tort, shall not exceed the total amount of compensation payable to the MCO pursuant to this Agreement, or the amount of direct damages incurred by the MCO, whichever is less. The MCO's sole and exclusive remedies for the Bureau's failure to perform shall be subject to the jurisdiction of the Ohio Court of Claims. In no event shall the Bureau be liable for any consequential, incidental, or punitive losses, damages, or expenses, including the loss of profits, even if the Bureau knew or should have known of the possibility of such damages.

18. APPLICABLE STATE LAW.

The terms and conditions contained herein shall be construed and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising from this Agreement shall be governed by the laws of the State of Ohio, and the MCO agrees to submit exclusively to the jurisdiction of the Ohio Court of Claims in any and all disputes arising from this Agreement.

19. COMPLIANCE WITH THE LAWS OF OHIO.

The MCO agrees and covenants that it at this time is not and for the duration of this Agreement will not knowingly violate the laws of Ohio specifically including, but not limited to, the workers' compensation laws of Ohio, the corporate laws of Ohio, and all rules and regulations promulgated under those laws.

20. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION.

(A) The MCO affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, or would create the appearance of conflict with the performance of services which are required to be performed under any resulting Agreement. In addition, the MCO affirms that a person who is or may become an agent of MCO not having such interest upon the execution of this Agreement shall likewise advise the Bureau in the event it acquires such interest during the term of this Agreement.

(B) Furthermore, any such person who is or may become an agent of the MCO who acquires an incompatible or conflicting personal interest, prior to, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Bureau in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement, unless the Bureau determines that, in light of the personal interest disclosed, such person's participation in any such action would not be contrary to the public interest.

(C) The MCO and any other affiliated corporation or entity that has had or contemplates activities of any nature with the Ohio workers' compensation system, including but not limited to Third Party Administrators ("TPAs"), medical or vocational rehabilitation providers, and/or transitional work developers, if applicable, shall have complete separation of functions, offices, systems, and staff. Complete separation of staff shall include, but not be limited to, case management and marketing staff. The MCO and any subcontractor(s) must be separate legal entities and may not have the same Bureau provider number or tax identification number. The MCO shall not be a Bureau certified health care provider.

(D) The MCO shall not use or contract with any provider who has an ownership interest in, or who is the medical director for, the MCO to provide Independent Medical Examination ("IME") services for injured workers assigned to the MCO. The MCO shall provide to the Bureau upon request for the Bureau's approval, which approval shall not be unreasonably withheld, the MCO's policy/plan for resolving the appearance of, and any actual or apparent, conflict of interest resulting from the MCO's medical director, or any provider having an ownership interest of five percent (5%) or more in the MCO, acting as POR or servicing provider in claims assigned to the MCO. Failure of the MCO to submit a policy/plan for approval under this provision shall be considered a substantial failure on the part of the MCO to perform its contractual obligations under this Agreement. Until the Bureau approves the MCO's policy/plan for resolving MCO medical director or provider ownership conflicts of interest submitted under this provision, the MCO shall follow its conflict of interest policies with regard to MCO medical director or provider ownership as submitted to the Bureau as part of the MCO's most recent application for recertification.

(E) No individual who is an officer or employee of the MCO shall represent a claimant or employer in any matter before the Bureau, the Industrial Commission, or a court of competent jurisdiction.

(F) The MCO shall not charge, assess, or otherwise attempt to collect from any claimant or employer participating in the HPP, whether assigned to the MCO or not, any amount for services that an MCO is required to perform under the HPP pursuant to Ohio law and/or any agreement with the Bureau. The MCO's reimbursement under Section 4 of this Agreement shall constitute payment in full for such services.

(G) The MCO shall provide to BWC upon request a description of the MCO's policy/plan to resolve the opportunity for and/or the appearance of conflict of interest resulting from the MCO's affiliation or relation to any other corporation or entity that has had or contemplates activities of any nature with the Ohio workers' compensation system, including but not limited to TPAs, medical or vocational rehabilitation providers, and/or transitional work

Exhibit 4

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If the MCO or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Bureau is not obligated to pay and shall not pay for such services. If the MCO or any of its subcontractors perform any such services, the MCO shall immediately return to the Bureau all funds paid for those services. The Bureau may also recover from the MCO all costs associated with any corrective action the Bureau may undertake, including but not limited to an audit or a risk analysis, as a result of the MCO performing services outside the United States.

The Bureau may, at any time after the breach, terminate the Agreement, upon written notice to the MCO. The Bureau may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the Bureau determines that actual and direct damages are uncertain or difficult to ascertain, the Bureau in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1.00%) of the value of the Agreement.

The Bureau, in its sole discretion, may provide written notice to the MCO of a breach and permit the MCO to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the MCO any costs associated with acquiring those substitute services.

Notwithstanding the Bureau permitting a period of time to cure the breach or the MCO's cure of the breach, the Bureau does not waive any of its rights and remedies provided the Bureau in this Agreement, including but not limited to recovery of funds paid for services the MCO performed outside of the United States, costs associated with corrective action, or liquidated damages.

26. DEFINITIONS.

Unless otherwise defined in the text of this Agreement, the capitalized terms and capitalized abbreviations as used in this Agreement shall have the same meaning as defined in Rule 4123-6-01 of the Ohio Administrative Code. A Glossary of the defined terms used in this Agreement is attached as Appendix G of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, or have caused this Agreement to be executed and delivered by their duly authorized representatives.

Sheakley UniComp, Inc.

TAX ID # 311476781

Andrea Kiener

Name: Andrea Kiener

Title: Director of Client Programs

Date: 12-15-10

STATE OF OHIO
BUREAU OF WORKERS' COMPENSATION

James A. Barnes on behalf of
Marsha P. Ryan

Name: Marsha P. Ryan

Title: Administrator

Date: 12/28/10

AGREEMENT
between
OHIO BUREAU OF WORKERS' COMPENSATION
and

Sheakley Uni Comp

This is an Agreement by and between

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One Sheakley Way, Cincinnati, Ohio

and the State of Ohio, Bureau of Workers' Compensation (the "Bureau" or "BWC"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

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Whereas, the Bureau desires to maintain the highest public trust and confidence in the integrity and impartiality of the HPP; and,

Whereas, the MCO desires to conduct its business and maintain its business arrangements in a manner that avoids any appearance of, or actual conflict of interest that would jeopardize the public trust and confidence in the HPP or the MCO's continued participation in the HPP;

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federal, state, and municipal taxes and costs such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding with respect to its employees.

15. CONFIDENTIALITY.

(A) The MCO, its officers, agents, employees, representatives, subcontractors and assigns shall keep confidential all information obtained in the performance of this Agreement that is confidential under BWC policy or state and/or federal law, including but not limited to employer premium data subject to Ohio Revised Code Section 4123.27 and claim file data subject to Ohio Revised Code Section 4123.88. The MCO promises not to copy, disclose, publish, or communicate BWC's confidential information to any person other than authorized representatives of the Bureau, unless the Bureau directs its release or such release is in accordance with Rule 4123-3-22 of the Ohio Administrative Code.

(B) The MCO agrees that any confidential information obtained in the performance of this Agreement is for the sole use of the MCO for the purpose of performing work under the Agreement to further the stated goals and objectives of the HPP, and shall be used for no other purpose.

(C) The Contractor shall comply with all applicable state and federal statutes and rules, and all BWC policies, for the protection of sensitive data and confidential medical, claim, and employer premium information, including but not limited to BWC's Sensitive Data Transmission and Confidential Personal Information (CPI) policies.

(D) The MCO acknowledges that release of any confidential information other than in accordance with Rule 4123-3-22 of the Ohio Administrative Code to any third parties (including, but not limited to, MCO parent, subsidiary, or affiliate companies, and sub-contractors of the MCO), is strictly forbidden without the express prior written authorization of BWC. In the event that any confidential information is released to any third parties, these third parties assume the same liabilities and obligations as the MCO has incurred under this paragraph. In the event that any confidential information is misused by the MCO and/or subcontractors of the MCO, such entities may be liable for damages arising out of such misuse.

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(F) Any improper use or access of BWC data will result in the termination of that person's access as well as notification to that person's employer and vendor. "Improper use or access" is defined as access or use that is not for a legitimate business purpose.

(G) The provisions of this Section 15 shall survive the termination of this Agreement.

16. HOLD HARMLESS AND INDEMNIFICATION.

The MCO shall hold the Bureau harmless and indemnify the Bureau from and against any and all claims, demands, losses, and causes of action asserted against or incurred by the Bureau that result from or arise out of the work performed by the MCO, its agents, employees, representatives, and subcontractors, under this Agreement, or any errors, omissions, negligent conduct or intentional acts of the MCO, its agents, employees, representatives, and subcontractors.

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Bureau's failure to perform shall be subject to the jurisdiction of the Ohio Court of Claims. In no event shall the Bureau be liable for any consequential, incidental, or punitive losses, damages, or expenses, including the loss of profits, even if the Bureau knew or should have known of the possibility of such damages.

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20. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION.

(A) The MCO affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, or would create the appearance of conflict with the performance of services which are required to be performed under any resulting Agreement. In addition, the MCO affirms that a person who is or may become an agent of MCO not having such interest upon the execution of this Agreement shall likewise advise the Bureau in the event it acquires such interest during the term of this Agreement.

(B) Furthermore, any such person who is or may become an agent of the MCO who acquires an incompatible or conflicting personal interest, prior to, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Bureau in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement, unless the Bureau determines that, in light of the personal interest disclosed, such person's participation in any such action would not be contrary to the public interest.

(C) The MCO and any other affiliated corporation or entity that has had or contemplates activities of any nature with the Ohio workers' compensation system, including but not limited to Third Party Administrators ("TPAs"), medical or vocational rehabilitation providers, professional employer organizations ("PEOs"), and/or transitional work developers, if applicable, shall have complete separation of functions, offices, systems, and staff. Complete separation of staff shall include, but not be limited to, case management and marketing staff. The MCO and any subcontractor(s) must be separate legal entities and may not have the same Bureau provider number or tax identification number. The MCO shall not be a Bureau certified health care provider.

(D) The MCO shall not use or contract with any provider who has an ownership interest in, or who is the medical director for, the MCO to provide Independent Medical Examination ("IME") or file review services for injured workers assigned to the MCO. The MCO shall provide to the Bureau upon request for the Bureau's approval, which approval shall not be unreasonably withheld, the MCO's policy/plan for resolving the appearance of, and any actual or apparent, conflict of interest resulting from the MCO's medical director, or any provider having an ownership interest of five percent (5%) or more in the MCO, acting as POR or servicing provider in claims assigned to the MCO. Failure of the MCO to submit a policy/plan for approval under this provision shall be considered a substantial failure on the part of the MCO to perform its contractual obligations under this Agreement. Until the Bureau approves the MCO's policy/plan for resolving MCO medical director or provider ownership conflicts of interest submitted under this provision, the MCO shall follow its conflict of interest policies with regard to MCO medical director or provider ownership as submitted to the Bureau as part of the MCO's most recent application for recertification.

(E) No individual who is an officer or employee of the MCO shall represent a claimant or employer in any matter before the Bureau, the Industrial Commission, or a court of competent jurisdiction.

(F) The MCO shall not charge, assess, or otherwise attempt to collect from any claimant or employer participating in the HPP, whether assigned to the MCO or not, any amount for services that an MCO is required to perform under the HPP pursuant to Ohio law and/or any agreement with the Bureau. The MCO's reimbursement under Section 4 of this Agreement shall constitute payment in full for such services.

(G) The MCO shall provide to BWC upon request a description of the MCO's policy/plan to resolve the opportunity for and/or the appearance of conflict of interest resulting from the MCO's affiliation or relation to any other corporation or entity that has had or contemplates activities of any nature with the Ohio workers' compensation system, including but not limited to TPAs, medical or vocational rehabilitation providers, professional employer organizations ("PEOs"), and/or transitional work developers, and shall provide BWC with a description of any changes to the policy/plan within 30 calendar days of the change.

(H) The MCO agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its officers, employees, or agents, or members of its Board of Directors, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise, in violation of Ohio ethics laws.

(I) No individual who is an officer or employee of the MCO shall develop or provide services as part of any Transitional Work program or plan governed by Rule 4123-17-55 of the Ohio Administrative Code for an employer assigned to the MCO. The MCO (and any entity or individual affiliated with the MCO) shall not interfere with the documented selection of a Transitional Work developer by an employer assigned to the MCO, and shall cooperate with the selected developer as necessary to effectuate the employer's Transitional Work program or plan development.

21. HEADINGS.

The headings in this Agreement and its appendices are for convenience only and are not intended to be part of, or to affect the interpretation of, the terms of this Agreement.

22. CERTIFICATION.

The MCO is certified to provide services under this Agreement only in the counties listed in Appendix F of this Agreement, as may be modified during the term of this Agreement.

23. OHIO ELECTIONS LAW.

The MCO hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of Ohio Revised Code Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of Ohio Revised Code Section 3517.13.

24. OFFSHORE PROVISION OF SERVICES PROHIBITED - EXECUTIVE ORDER REQUIREMENTS AND RELATED TERMINATION / SANCTION / DAMAGES PROVISIONS.

The MCO affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" issued by the Governor of Ohio and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order 2011-12K is provided as an attachment and also is available at the following website:

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

25. DEFINITIONS.

Unless otherwise defined in the text of this Agreement, the capitalized terms and capitalized abbreviations as used in this Agreement shall have the same meaning as defined in Rule 4123-6-01 of the Ohio Administrative Code. A Glossary of the defined terms used in this Agreement is attached as Appendix G of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, or have caused this Agreement to be executed and delivered by their duly authorized representatives.

MCO NAME Sheakley UniComp
TAX ID # 311476781
MCO # 10002

STATE OF OHIO
BUREAU OF WORKERS' COMPENSATION

Andrea Kiener
Name: Andrea Kiener
Title: Director of Client Programs
Date: 12-26-12

Stephen Buehrer
Name: Stephen Buehrer
Title: Administrator/CEO
Date: 12-31-12