

Memo 4.42

## Confidential Personal Information (CPI) Access and Logging

To fulfill our mission to injured workers and employers, BWC maintains a large repository of confidential personal information (CPI). Our customers have the right to expect that we will only view their CPI when necessary. Thus, BWC's policy is that **employees may only access CPI when there is a clear business purpose to do so**. This policy implements Ohio law (Ohio Revised Code 1347.15).

### Definition of CPI

CPI refers to data of any kind — whether hard copy or electronic. Some examples of CPI include claim number, Social Security number and an injured worker's name.

Generally, BWC defines CPI as any injured worker data maintained in a state system that contains a name or any other identifier; and which describes anything about, done by or done to a person.

CPI does **not** include employer, provider or other business' data. CPI for other people includes data that another party could use to harm that person or his or her interests. Such data might include Social Security numbers, bank account numbers, the names and other information about the dependents of BWC employees, etc.

Procedure: [What is CPI](#)

### Searches that display CPI

BWC must record every time an employee conducts a targeted search for someone *other than an injured worker* by:

- Name;
- An identifying number;
- A symbol;
- Another identifier.

### Automated logging

Some BWC applications and electronic systems, including those listed here, will automatically log when an employee accesses CPI. (Note: This list is not all-inclusive.)

- V-3
- Data Warehouse
- Rates and Payments
- Cambridge
- Fraud Management Systems
- ohiobwc.com
- Ad hoc queries (for IT only)

Created: June 1, 2011

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# Exhibit 1

Page 2 of 8

Memo 4.42

Any new computer systems that BWC installs or substantially upgrades after June 30, 2011, will automatically log all CPI accesses.

## Manual logging

- Employees must manually log their access to CPI for any of these three reasons.
  1. They search for CPI for a non-business purpose, *no matter where they find it*
  2. They search for the CPI of non-injured workers (e.g., prospective state employees/job applicants, past state employees, employees' family members and beneficiaries) **AND** their access does not occur in a system that has automatic logging **AND** the search wasn't to satisfy that person's specific request
  3. They search for someone's CPI in another state agency's system **AND** their action is not at that person's request
  
- Employees do NOT have to manually log CPI access if it was for any of these five reasons.
  1. For a clear business reason, they search for the CPI of an injured worker who has filed a claim
  2. They search for anyone's CPI to answer that person's specific request
  3. They have already *manually* logged a CPI access for that person today
  4. They search for *current* BWC employees' CPI for clear business reasons
  5. They search for businesses, such as employers, MCOs, providers, sole proprietors and TPAs (Per ORC 1347.15, businesses do not have CPI.)
  
- BWC will provide employees with an online tool to manually log certain types of access to CPI. The CPI Access Log will be available on BWCWeb.

Procedure: [When to manually log access to CPI](#)

Procedure: [Using the CPI access log](#)

## Review of logs

CPI logs will be reviewed to look for searches that target persons of interest. Ohio law mandates that BWC notify injured workers whenever we access their CPI for an invalid reason. An invalid reason is when an employee does not have a clear business purpose to access CPI. Employees must manually log the access and also notify a supervisor or manager in their chain of command when they access CPI for an invalid reason.

Procedure: [Procedure if someone is suspected of inappropriate access to CPI](#)

Memo 4.42

### **Accidental access**

Sometimes employees access CPI by accident. This could happen if they mistype a claim number or other identifying data. BWC considers accidental access of this kind to be a part of normal business — as long as the employee immediately leaves that screen. BWC encourages employees to manually log accidental access even if it occurs in a system with automated logging.

### **Storing CPI**

Employees must never store CPI unless it is required for a business purpose.

Employees who have CPI stored in files outside of a BWC application (e.g., files stored in Word, Excel, SharePoint, Access, Outlook, etc.) must securely limit access to those files by:

- Using folders or SharePoint sites that only authorized people can view; or
- Password protecting the files. (Remember that IT cannot help with lost file passwords.)

Procedure: [Securing CPI using protected folders, passwords, or RightFax](#)

### **Access to CPI**

Access to CPI depends on each person's function and responsibilities. Supervisors will:

- Determine what systems containing CPI each person may access;
- Provide this policy to each person who has CPI access; and
- Obtain the appropriate level of access for each person.

Supervisors also will periodically review these levels of access to ensure their appropriateness.

Procedure: [Granting and revoking access to applications that contain CPI](#)

### **Applicability**

Logging requirements do **NOT** apply to BWC employees whose main function relates to the enforcement of criminal laws and who access CPI in the course of those job duties.

### **Notifications and records requests**

BWC will notify injured workers and their representatives that we will use CPI to process their requests. BWC also will notify an individual if we access his or her CPI without a clear business purpose.

At an individual's request, BWC will provide a list of the types of CPI that we maintain. Upon written request, BWC also will provide a report of the specific CPI that we have for that person.

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*Revised & Reissued: July 2013*

Memo 4.42

## **Employee compliance**

BWC expects that all employees shall adhere to the CPI logging procedures and provisions of this policy. So, BWC encourages employees to ask questions or seek clarification about:

- Access;
- Logging;
- Other issues related to CPI.

Employees should refer questions to their immediate supervisors or to the [BWC CPI Questions](mailto:cpiquestions@bwc.state.oh.us) mailbox (cpiquestions@bwc.state.oh.us).

## **Zero-tolerance policy**

BWC will not tolerate any inappropriate access of CPI by employees. Employees who intentionally access CPI without a clear business purpose will face disciplinary action (per BWC's Disciplinary Policy; Employee Handbook Memo 5.01). They also may face prosecution for a first-degree misdemeanor.

Memo 4.42

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Memo 4.42

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## Memo 4.42

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Memo 4.42

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**Memo 1.01****Chapter 4123-15 Ethics Rules  
(Effective August 2007)  
(Updated February 2008)****4123-15-01 Code of ethics, title and rules covering.**

This rule and rules 4123-15-02 to 4123-15-04 and 4121-15-01 to 4121-15-04 of the Administrative Code shall be titled, "Code of Ethics for Employees of the Bureau of Workers' Compensation and the Industrial Commission of Ohio" and shall contain the code of ethics for employees of these agencies.

In addition to any civil or criminal penalties that may be provided by statute or rule, an employee who violates any of the provisions in the code of ethics shall be subject to discipline as provided in the employee handbook of the employee's agency.

**4123-15-02 Policy.**

(A) It is essential that the public has confidence in the administration of the industrial commission and the bureau of workers' compensation. This public confidence depends in a large degree on whether the public trusts that employees of these agencies are impartial, fair, and act only in the interest of the people, uninfluenced by any consideration of self-interest, except those inherent in the proper performance of their duties. Each employee, of whatever position, should, therefore, maintain the highest standards of personal integrity, since the public often judges the actions of an employee as reflecting the standards of the employing agency.

(B) The industrial commission and the bureau of workers' compensation are entrusted with the collection and distribution of a large fund. Their employees must respect this trust and should welcome public scrutiny of the way in which they perform their duties in connection with the administration of this fund. They should be willing to accept restrictions on their conduct that may not be necessary of public employees in other agencies, who are not in similar positions of trust. They must avoid not only impropriety, but the appearance of impropriety.

**4123-15-03 Standards of conduct.****(A) Purpose**

It is the policy of the industrial commission and the bureau of workers' compensation to carry out its mission in accordance with the strictest ethical guidelines and to ensure that commission and bureau employees conduct themselves in a manner that fosters public confidence in the integrity of the commission and the bureau, its processes, and its accomplishments.

The commission and the bureau hereby adopt the provisions of the Ohio ethics law, including but not limited to the provisions of Chapters 102. and 2921. of the Ohio Revised Code, and as interpreted by the Ohio ethics commission and Ohio courts.

## (B) Prohibited Conduct

(1) No industrial commission member, the administrator of workers' compensation, bureau of workers' compensation board of directors member, commission employee, bureau employee, ombudsperson, or employee of the office of ombudsperson shall do any of the following acts:

(a) Solicit or accept anything of value from anyone doing business with the commission or the bureau;

(b) Solicit or accept employment from anyone doing business with the commission or the bureau, unless the member or employee completely withdraws from any commission or bureau discretionary or decision-making activity regarding the party offering employment, and the commission or the bureau approves the withdrawal;

(c) Use his or her public position to obtain benefits for the member or employee, a family member, or anyone with whom the member or employee has a business or employment relationship;

(d) Be paid or accept any form of compensation for personal services rendered on a matter before, or sell goods or services to the commission or the bureau;

(e) Be paid or accept any form of compensation for personal services rendered on a matter before, or sell (except by competitive bid) goods or services to, any state agency other than the commission or the bureau, as applicable, unless the member or employee first discloses the services or sales and withdraws from matters before the commission or the bureau that directly affect officials and employees of the other state agency, as directed in section 102.04 of the Revised Code;

(f) Hold or benefit from a contract with, authorized by, or approved by the commission or the bureau, (the ethics law does accept some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under section 2921.42 of the Revised Code are met);

(g) Vote, authorize, recommend, or in any other way use his or her position to secure approval of a commission or bureau contract (including employment or personal services) in which the member or employee, a family member, or anyone with whom the member or employee has a business or employment relationship, has an interest;

(h) Solicit or accept honoraria (see division (H) of section 102.01 and division (H) of section 202.03 of the Revised Code) except that employees who are not financial disclosure filers may receive an honorarium only if the honorarium is paid in recognition

of a demonstrable business, profession, or esthetic interest of the employee that exists apart from public office or employment, and is not paid by any person or other entity, or by a representative or association of those persons or entities, doing business with the commission or the bureau, as applicable;

(i) During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the member or employee personally participated while serving with the commission or the bureau, as applicable;

(j) Use or disclose confidential information protected by law, unless appropriately authorized;

(k) Use, or authorize the use of, his or her title, the name of the commission or the bureau, or the agencies logos in a manner that suggests impropriety, favoritism, or bias by the commission or the bureau, or by a member or employee; and

(l) Solicit or accept any compensation, except as allowed by law, to perform his or her official duties or any act or service in his or her official capacity;

(m) Sponsor parties or other entertainment for the personnel of their agencies, the costs of which are covered in whole or in part by donations or receipts from the sale of tickets to individuals or entities, who are doing or seeking to do business with the commission or bureau.

(2) For purposes of this rule, these phrases have the following meanings:

(a) "Anything of value" includes anything of monetary value, including, but not limited to, money, loans, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. "Value" means worth greater than de minimis or nominal.

(b) "Anyone doing business with the commission or the bureau" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the commission or the bureau, including anyone who is known or should be known to be an agent or acting on behalf of such party, including any person or entity marketing or otherwise attempting to secure business with the commission or the bureau.

(C) Conflict of interest.

No employee of these agencies shall engage in outside employment that results in a conflict or apparent conflict with the employee's official duties and responsibilities.

(1) Outside employment or activity in which an employee with or without pay represents a claimant or employer in any matter before the industrial commission or the bureau of workers' compensation is prohibited.

(2) Outside employment with an attorney, representative or entity that involves work concerning industrial claims, whether filed or to be filed, or which is in any way related to workers' compensation matters is prohibited.

(D) Professional code of ethics.

In the event there is any conflict between a professional code of ethics governing any employee of these agencies and this code of ethics for employees, the professional code of ethics shall take precedence over the code of ethics for employees but the conflict shall be promptly reported to the employing agency. In such case the agency shall promptly determine the degree of conflict and take such further action as may be indicated.

(E) An employee shall not use state property of any kind for other than approved activities. The employee shall not misuse or deface state property. The taking or use of state property for the private purposes of an employee is prohibited. The employee shall protect and conserve all state property, including equipment and supplies entrusted to or issued to the employee.

(F) Diligence and impartiality in work.

Employees are encouraged to avoid absenteeism and tardiness, to not use sick leave unless necessary and to abide by rules of the Ohio civil service. Recognizing that the industrial commission and bureau of workers' compensation serve many people whose interests are divergent, employees should work in a speedy and efficient manner, strive to be courteous, fair and impartial to the people they serve, and responsive to the problems that come before them. All segments of the public are to be treated equally, without regard to age, race, sex, religion, country of origin, or handicap.

(G) It is understood that standards of ethical conduct may involve a myriad of situations. The good conscience of individual employees shall remain the best guarantee of the moral quality of their activities. The overall intent of this code of ethics is that employees avoid any action, whether or not prohibited by the preceding provisions, which result in, or create the appearance of:

(1) Using public office for private gain, or

(2) Giving preferential treatment to any person, entity, or group.

(H) Confidential information

The confidentiality of all information which comes into possession of commission and bureau employees shall be respected. In order to properly discharge this duty, all

employees must acquaint themselves with those areas of information that are designated as confidential by statutes, by the courts and by the attorney general. Furthermore, they must become familiar with the circumstances under which and the persons to whom such information can be released.

(I) Every member or employee required to file a financial disclosure statement must file a complete and accurate statement with the Ohio Ethics Commission by April 15 of each year. Any member or employee appointed, or employed in a filing position after February 15 and required to file a financial disclosure statement must file a statement within 90 days of appointment or employment.

**4123-15-04 Posting, distribution and employee acknowledgement and receipt.**

(A) The code of ethics for employees of the bureau of workers' compensation and industrial commission shall be posted in a conspicuous place in every office of the bureau and commission.

(B) A copy of this code of ethics shall be distributed to each employee. After two weeks from such receipt each employee will certify that the employee has received and read this code. The certification shall be placed in the employee's personnel file.

**4123-15-05 Purpose: eliminating outside influence; producing impartiality in handling of claims and employer risk accounts and avoiding favoritism.**

In accordance with division (C) of section 4121.122 of the Revised Code and division (M) of section 4121.121 of the Revised Code, the rules 4123-15-05 to 4123-15-09 and 4121-15-05 to 4121-15-09 of the Administrative Code are for the purpose of eliminating improper outside influence on employees of the bureau of workers' compensation and the industrial commission, producing an impartial workers' compensation claims and employer risk account handling process and avoiding favoritism in that process.

**4123-15-06 Furnishing employees' code of ethics and rules on improper influence to representatives.**

To the extent possible, all those who represent claimants or employers shall be furnished without charge with a copy of the "Code of Ethics for Employees of the Bureau of Workers' Compensation and the Industrial Commission of Ohio" and with a copy of the rules concerning the elimination of outside influence, producing impartial claims and risk account handling, and avoiding favoritism in this process. These rules shall also, to the extent possible, be furnished to employees or agents of those who represent claimants or employers and who may be permitted to inspect claims and employer risk files, or whose work requires personal contact with employees of the bureau or commission.

**4123-15-07 Representatives' responsibility relative to employees' code of ethics.**

Representatives of claimants and employers as well as their employees and agents shall conduct their business with the employees of the bureau of workers' compensation and the industrial commission in accordance with the highest moral principles and are expected to support the "Code of Ethics for Employees of the Bureau of Workers' Compensation and the Industrial Commission of Ohio" by conduct that will not tempt employees of the bureau and commission to violate that code but will encourage them to fully observe it. Employees of the bureau and commission shall report to their immediate superior any activity which is, or appears to be, in violation of this rule, for further action by the administrator or by the industrial commission, as the case may be.

**4123-15-08 Remedial action against persons exercising improper influence and engaging in favoritism.**

Upon receipt of information indicating a violation of rule 4123-15-07 of the Administrative Code, to ensure appropriate corrective action, the industrial commission or the administrator, as the case may be, shall take every action to ensure the matter is investigated, and, provided the circumstances warrant it, shall notify the office of deputy inspector general for the bureau of workers' compensation and industrial commission, and any other appropriate agency or official.

**4123-15-09 Prohibition against unnecessary claim file possession.**

No employee shall have possession of a workers' compensation claim file unless the file is necessary to the performance of the employee's duties. In case of violation or apparent violation of this rule, the section director, office director or the state coordinator shall refer the matter to the internal security committee for investigation, or to the administrator or the industrial commission for action consistent with division (A) of section 4121.122 of the Revised Code. A copy of this rule shall be distributed to each employee for certification that he has received and read this rule. This certification shall be placed in the employee's personnel file.

Rev. 2/08

Memo 1.01

**Chapter 4123-15 Ethics Rules  
(Effective September 2012)  
(Updated October 2012)**

**4123-15-01 Code of ethics, title and rules covering.**

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In addition to any civil or criminal penalties that may be provided by statute or rule, an employee who violates any of the provisions in the code of ethics shall be subject to discipline as provided in the employee handbook of the employee's agency.

**4123-15-02 Policy.**

(A) It is essential that the public has confidence in the administration of the industrial commission and the bureau of workers' compensation. This public confidence depends in a large degree on whether the public trusts that employees of these agencies are impartial, fair, and act only in the interest of the people, uninfluenced by any consideration of self-interest, except those inherent in the proper performance of their duties. Each employee, of whatever position, should, therefore, maintain the highest standards of personal integrity, since the public often judges the actions of an employee as reflecting the standards of the employing agency.

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**4123-15-03 Standards of conduct.**

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## Memo 1.01

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(a) Solicit or accept anything of value from anyone doing business with the commission or the bureau;

(b) Solicit or accept employment from anyone doing business with the commission or the bureau, unless the member or employee completely withdraws from any commission or bureau discretionary or decision-making activity regarding the party offering employment, and the commission or the bureau approves the withdrawal;

(c) Use his or her public position to obtain benefits for the member or employee, a family member, or anyone with whom the member or employee has a business or employment relationship;

(d) Be paid or accept any form of compensation for personal services rendered on a matter before, or sell goods or services to the commission or the bureau;

(e) Be paid or accept any form of compensation for personal services rendered on a matter before, or sell (except by competitive bid) goods or services to, any state agency other than the commission or the bureau, as applicable, unless the member or employee first discloses the services or sales and withdraws from matters before the commission or the bureau that directly affect officials and employees of the other state agency, as directed in section 102.04 of the Revised Code;

(f) Hold or benefit from a contract with, authorized by, or approved by the commission or the bureau, (the ethics law does accept some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under section 2921.42 of the Revised Code are met);

(g) Vote, authorize, recommend, or in any other way use his or her position to secure approval of a commission or bureau contract (including employment or personal services) in which the member or employee, a

## Memo 1.01

family member, or anyone with whom the member or employee has a business or employment relationship, has an interest;

(h) Solicit or accept honoraria (see division (H) of section 102.01 and division (H) of section 202.03 of the Revised Code) except that employees who are not financial disclosure filers may receive an honorarium only if the honorarium is paid in recognition of a demonstrable business, profession, or esthetic interest of the employee that exists apart from public office or employment, and is not paid by any person or other entity, or by a representative or association of those persons or entities, doing business with the commission or the bureau, as applicable;

(i) During public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the member or employee personally participated while serving with the commission or the bureau, as applicable; and for one year after leaving public service shall not represent any person, in any fashion, before any public agency, with respect to a matter in which the member or employee personally exercised discretionary authority while serving with the commission or the bureau; after separation from state employment, this policy does not apply to ministerial acts on behalf of a client or customer;

(j) Use or disclose confidential information protected by law, unless appropriately authorized;

(k) Use, or authorize the use of, his or her title, the name of the commission or the bureau, or the agencies logos in a manner that suggests impropriety, favoritism, or bias by the commission or the bureau, or by a member or employee; and

(l) Solicit or accept any compensation, except as allowed by law, to perform his or her official duties or any act or service in his or her official capacity;

(m) Sponsor parties or other entertainment for the personnel of their agencies, the costs of which are covered in whole or in part by donations or receipts from the sale of tickets to individuals or entities, who are doing or seeking to do business with the commission or bureau.

(2) For purposes of this rule, these phrases have the following meanings:

(a) "Anything of value" includes anything of monetary value, including, but not limited to, money, loans, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. "Value" means worth greater than de minimis or nominal.

## Memo 1.01

(b) "Anyone doing business with the commission or the bureau" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the commission or the bureau, including anyone who is known or should be known to be an agent or acting on behalf of such party, including any person or entity marketing or otherwise attempting to secure business with the commission or the bureau.

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### (D) Professional code of ethics.

In the event there is any conflict between a professional code of ethics governing any employee of these agencies and this code of ethics for employees, the professional code of ethics shall take precedence over the code of ethics for employees but the conflict shall be promptly reported to the employing agency. In such case the agency shall promptly determine the degree of conflict and take such further action as may be indicated.

(E) An employee shall not use state property of any kind for other than approved activities. The employee shall not misuse or deface state property. The taking of state property for the private purposes of an employee is prohibited. The use of state property for the private purposes of an employee is prohibited, except for nominal, minimal, occasional, or emergency use. The employee shall protect and conserve all state property, including equipment and supplies entrusted to or issued to the employee.

### (F) Diligence and impartiality in work.

Employees are encouraged to avoid absenteeism and tardiness, to not use sick leave unless necessary and to abide by rules of the Ohio civil service. Recognizing that the industrial commission and bureau of workers' compensation serve many people whose interests are divergent, employees should work in a speedy and efficient manner, strive to be courteous, fair and impartial to the people they serve, and responsive to the problems that come before them. All segments of the public

## Memo 1.01

are to be treated equally, without regard to age, race, sex, religion, country of origin, or handicap.

(G) It is understood that standards of ethical conduct may involve a myriad of situations. The good conscience of individual employees shall remain the best guarantee of the moral quality of their activities. The overall intent of this code of ethics is that employees avoid any action, whether or not prohibited by the preceding provisions, which result in, or create the appearance of:

(1) Using public office for private gain, or

(2) Giving preferential treatment to any person, entity, or group.

(H) Confidential information

The confidentiality of all information which comes into possession of commission and bureau employees shall be respected. In order to properly discharge this duty, all employees must acquaint themselves with those areas of information that are designated as confidential by statutes, by the courts and by the attorney general. Furthermore, they must become familiar with the circumstances under which and the persons to whom such information can be released.

(I) Every member or employee required to file a financial disclosure statement must file a complete and accurate statement with the Ohio Ethics Commission by April 15 of each year. Any member or employee appointed, or employed in a filing position after February 15 and required to file a financial disclosure statement must file a statement within 90 days of appointment or employment.

(J) Every member or employee subject to the bureau personal investment policy is required to file a personal trading policy annual affirmation with the bureau by April fifteenth of each year.

**4123-15-04 Posting, distribution and employee acknowledgement and receipt.**

(A) The code of ethics for employees of the bureau of workers' compensation and industrial commission shall be posted in a conspicuous place in every office of the bureau and commission.

(B) A copy of this code of ethics shall be distributed to each employee. After two weeks from such receipt each employee will certify that the employee has received and read this code. The certification shall be placed in the employee's personnel file.

Memo 1.01

**4123-15-05 Purpose: eliminating outside influence; producing impartiality in handling of claims and employer risk accounts and avoiding favoritism.**

In accordance with division (C) of section 4121.122 of the Revised Code and division (M) of section 4121.121 of the Revised Code, the rules 4123-15-05 to 4123-15-09 and 4121-15-05 to 4121-15-09 of the Administrative Code are for the purpose of eliminating improper outside influence on employees of the bureau of workers' compensation and the industrial commission, producing an impartial workers' compensation claims and employer risk account handling process and avoiding favoritism in that process.

**4123-15-06 Furnishing employees' code of ethics and rules on improper influence to representatives.**

To the extent possible, all those who represent claimants or employers shall be furnished without charge with a copy of the "Code of Ethics for Employees of the Bureau of Workers' Compensation and the Industrial Commission of Ohio" and with a copy of the rules concerning the elimination of outside influence, producing impartial claims and risk account handling, and avoiding favoritism in this process. These rules shall also, to the extent possible, be furnished to employees or agents of those who represent claimants or employers and who may be permitted to inspect claims and employer risk files, or whose work requires personal contact with employees of the bureau or commission.

**4123-15-07 Representatives' responsibility relative to employees' code of ethics.**

Representatives of claimants and employers as well as their employees and agents shall conduct their business with the employees of the bureau of workers' compensation and the industrial commission in accordance with the highest moral principles and are expected to support the "Code of Ethics for Employees of the Bureau of Workers' Compensation and the Industrial Commission of Ohio" by conduct that will not tempt employees of the bureau and commission to violate that code but will encourage them to fully observe it. Employees of the bureau and commission shall report to their immediate superior any activity which is, or appears to be, in violation of this rule, for further action by the administrator or by the industrial commission, as the case may be.

**4123-15-08 Remedial action against persons exercising improper influence and engaging in favoritism.**

Upon receipt of information indicating a violation of rule 4123-15-07 of the Administrative Code, to ensure appropriate corrective action, the industrial commission or the administrator, as the case may be, shall take every action to ensure the matter is investigated, and, provided the circumstances warrant it, shall notify the office of deputy inspector general for the bureau of workers' compensation and industrial commission, and any other appropriate agency or official.

Memo 1.01

**4123-15-09 Prohibition against unnecessary claim file possession.**

No employee shall have possession of a workers' compensation claim file unless the file is necessary to the performance of the employee's duties. In case of violation or apparent violation of this rule, the section director, office director or the state coordinator shall refer the matter to the internal security committee for investigation, or to the administrator or the industrial commission for action consistent with division (A) of section 4121.122 of the Revised Code. A copy of this rule shall be distributed to each employee for certification that he has received and read this rule. This certification shall be placed in the employee's personnel file.

**> Doug Hunter**

WORKER'S COMP PARALEGAL

 513.652.7111

 Doug Hunter, Veteran of the United States Air Force, was born and raised in the Cincinnati area. Doug is a graduate of Moeller High School and holds college degrees in Law Enforcement, Public Administration and Business Administration. Doug has a vast knowledge of the Ohio Workers' Compensation system, including his years as a former Special Agent for the Ohio Bureau of Workers' Compensation.



Doug has two children, Seth and Blake. Seth is a graduate and Blake a current student of Miami University. Doug enjoys his off times with his girlfriend, Cheri and his two boys.

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**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

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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

Page 4 of 4

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

Sheakley Uni Comp (the "MCO"), MCO No. 10002, 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

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.

(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) 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.

## **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, 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

STATE OF OHIO  
BUREAU OF WORKERS' COMPENSATION

TAX ID # 311476781

MCO # 10002

Andrea Kiener

Stephen Buehrer

Name: Andrea Kiener

Name: Stephen Buehrer

Title: Director of Client Programs

Title: Administrator/CEO

Date: 12-26-12

Date: 12-31-12