To: Kip Daniels
Gould & Lamb

FAX 941-798-3403

Total pages 11

From: Don Hemphill
Trindel Ins. Fund

Phone: 530-862-0906

MMSEA Mandatory Insurance Reporting Services Agreement

between

Trindel Insurance Fund

and

Gould & Lamb, LLC

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

From: 530 862 0907 Page: 2/11 Date: 9/24/2009 5:59:46 PM

This MMSEA Mandatory Insurance Reporting Services Agreement ("Agreement") effective on September 22, 2009 ("Effective Date") is between Trindel Insurance Fund (Client), and Gould & Lamb, LLC,
a Florida limited liability company ("G&L"). Client and G&L may each be referred to as a "Party" and collectively as the "Parties".

WHEREAS, Client is in the business of insurance or insurance related business and as such, is, on a regular basis, involved in settlements of insurance claims with Medicare Beneficiaries. Client is aware of, and acknowledges that it is subject to, and must comply with, The Medicare, Medicaid, and SCHIP Extension Act ("MMSEA"); Client seeks the services of G&L to ensure that it fully complies with MMSEA, and,

WHEREAS, G&L is a Medical-Financial services company which provides or offers, among many varied services, to its clients a MMSEA Mandatory Insurance Reporting Service to ensure that its clients are in compliance with the MMSEA Mandatory Insurance Reporting requirements as they currently exist or hereafter may be changed; G&L desires to provide its MMSEA Mandatory Insurance Reporting Services for Client, now,

THEREFORE, G&L and Client enter into this Agreement and agree to be bound by the following terms and covenants:

ARTICLE 1 - DEFINITIONS

1. "Claimant" means a person who is covered by any insurance programs of Client and/or insurance programs administered by Client.

2. "Services" means that upon receipt of information from Client necessary to file any reports or notices as may be required to fully comply with SCHIP, G&L will file all SCHIP reports on behalf of Client as may be required by the Centers for Medicare and Medicaid Services (CMS).

3. "Medicare Set Aside Allocation"(MSA) means a report prepared under requirements of the Medicare Secondary Payer statute and related regulations, that describes the medical condition and likely future costs of care and medications for Medicare covered treatments for an eligible Claimant.

4. "Claim Settlement Allocation"(CSA) means a report providing an estimate of future Medicare covered expenses with less detail than that of an MSA and is recommended in small settlements or those which do not meet the workload review thresholds established by the Centers for Medicare & Medicaid Services.

5. "Conditional Payment Research & Negotiation" means a report providing the amount of conditional payments asserted by CMS and the negotiation of these conditional payments to satisfy Medicare's right of recovery.

ARTICLE 2 – REPRESENTATIONS

2.1 Mutual Representations. Each Party represents to the other Party as follows:

(a) it is a corporation or limited liability company validly existing and in good standing under the laws of the state in which it is incorporated or created with the power to own all of its properties and assets and to carry on its business as it is currently being conducted;

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

(b) its board of directors has duly authorized it to execute an Agreement such as this in the manner executed and to perform its obligations under this Agreement, and no other corporate proceedings of it are necessary with respect thereto;

(c) this Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at law;

(d) it is not required to obtain the consent of any party, including the consent of any party to any contract to which it is a party, in connection with execution of this Agreement and performance of its obligations under this Agreement; and

(e) its execution of this Agreement and performance of its obligations under this Agreement do not (i) violate any provision of its articles of incorporation or by-laws or its operating agreement as currently in effect, (ii) constitute a material default under any material contract to which it is a party or to which any of its material assets are bound; (iii) constitute an event that would, with notice or lapse of time, or both, result in a default as described in (ii) above; or (iv) violate any law currently in effect to which it is subject.

ARTICLE 3 – WARRANTIES

3.1 Services. G&L represents and warrants to Client that it:

(a) has obtained and shall maintain all requisite licenses, permits and authorizations necessary to perform the Services;

(b) is and shall be in compliance with all laws that may relate to the performance of the Services;

(c) shall perform or cause the Services to be performed in a diligent, professional and workmanlike manner, at a minimum, in accordance with industry standards applicable to the performance of the Services or similar services.

ARTICLE 4 – G&L'S OBLIGATIONS

4.1 Insurance. G&L has obtained, and will maintain, insurance coverage in the amount of $5,000,000.00 to cover any damages to Client which may occur as a result of any errors, omissions or negligence of G&L in performing any of its obligations under this Agreement. Proof of this insurance coverage will be available at any time during this Agreement upon request of Client.

4.2 Upon receipt of all fields of information requested by G&L via electronic transfer, G&L will conduct Medicare entitlement research to determine if the Claimant is a Medicare Beneficiary.

4.3 If the Claimant is a Medicare Beneficiary, G&L will commence efforts to determine if there are any Medicare conditional payments when advised to do so by the Client.

4.4 G&L will, when determining that a Claimant is a Medicare Beneficiary, file, electronically, with CMS all initial information which may be required by MMSEA and any ongoing required reports.

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

4.5 On files preparing for settlement and involving a Medicare Beneficiary, G&L will initiate research of conditional payments with the Medicare Secondary Payer Lead Recovery Contractor (MSPRC) to determine the amount of conditional payments alleged by CMS at its standard fees for such service or at special fees as may be negotiated with Client.

4.6 If G&L determines that there are Medicare Conditional payments on a file preparing for settlement, Client will establish a threshold of $2,500.00 for G&L to automatically begin negotiating the conditional payment amount with the MSPRC at G&L's standard fee for such services or at special fees for such service as may be negotiated with Client.

4.7 If G&L receives an "Error Notice" from CMS related to information which had been provided by Client, G&L will transmit this Error Notice or information to the designated contact department or employee of Client within five (5) days of receipt of the Error Notice.

4.8 If G&L determines that an MSA or CSA is appropriate or required for a settlement in accordance with the established client protocols, it will prepare an MSA/CSA at G&L's standard fee for such service or at special fees for such service as may be negotiated with Client.

ARTICLE 5----INDEMNIFICATION

5.1 Indemnification.

(a) Indemnification. G&L shall indemnify and hold Client and each of their affiliates and assigns (collectively, the "Indemnified Parties") harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations hereunder, which indemnity shall include all reasonable costs of litigation and attorneys' fees incurred by the Indemnified Party. Without in any way limiting the indemnity set forth in this Agreement, all work performed by G&L shall be done in a good and professional manner. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

(b) G&L shall not indemnify Client, nor be responsible, for any losses, damages or fines incurred by Client as a result of errors, omissions, inaction, or incorrect information of the Client or any errors on the part of CMS or other government agency.

ARTICLE 6 – CLIENT'S OBLIGATIONS

6.1 Client shall do the following:

(a) "register" with CMS as required by MMSEA and subsequent memorandum from CMS.

(b) designate G&L as its "Reporting Agent" (RA).

(c) authorize and instruct its IT department to fully cooperate with G&L's IT department to develop an information transfer system as required by G&L to perform its services as outlined herein.

(d) develop a computer system, at its own expense, as requested and instructed by G&L which is capable of electronically transmitting all information required by G&L to perform its services under this Agreement.

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

(e) transmit to G&L only correct information on claimants and bear responsibility for any damages of any nature resulting from the transmission of incorrect information.

(f) transmit all information required by G&L to file the report with CMS at least thirty (30) days prior to mandatory reporting date as established by SCHIP.

(g) deliver to G&L the required information and reporting date as required by CMS during the registration process.

(h) correct error reports received from G&L and CMS in a timely manner to ensure timely reporting and avoid penalties.

(i) provide updated claims data in a timely manner for accurate reporting to CMS.

(j) communicate any changes in CMS profile information, primary contact for the client, client termination of relationship, and any other changes that may affect G&Ls ability to accurately report on behalf of the Client.

(k) update fields via the web-portal (iService) with required MIR data as needed to provide accurate reporting to CMS. Client bears all responsibility for erroneous data populated in web-portal system and any incorrect data resulting from data conflicts from their claims system and the information contained within the web-portal (iService).

(l) provide claims data to G&L no less than weekly to ensure the timely reporting of up-to-date data to CMS.

6.2 Compensation. G&L will provide MMSEA Mandatory Insurer Reporting functions to Client and Client's customers without charge, subject to the following stipulations:

(a) Client will designate G&L as it's exclusive vendor for all of Client's "Qualified Referrals" (those claims determined to require a Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) as defined in 6.2(b)(1) and (2)) and Client will utilize other services related to Medicare Secondary Payer (MSP) compliance identified in Attachment A: Fee Schedule.

(b) Qualified Referrals are defined as:

(1) Any Workers' Compensation settlement involving a Medicare Beneficiary with a settlement value greater than $25,000.00 or any Workers' Compensation settlement with a settlement value greater than $250,000.00; either of which will require an MSA in accordance with CMS policy guidelines previously published.

AND

(2) Any liability or no-fault auto insurance settlement with a Medicare Beneficiary where the total settlement amount (TSA) is greater than $20,000.00 or any Workers' Compensation settlement with a Medicare Beneficiary when the TSA is less than $25,000.00; either of which will require a CSA.

(1) Client agrees to hold G&L harmless for reporting errors and/or financial penalties incurred as a result of the use of another vendor.

6.3 Error Reports. Client must send corrected information within ten (10) days of receipt of the Error Report from G&L. Should Client fail to respond within that time period, G&L will not be

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

responsible for any damages of any nature, whether direct or consequential, resulting from the failure of Client to timely respond.

6.4 Client shall authorize G&L to perform an MSA or CSA within 10 days of being advised by G&L that such a service is appropriate or required.

ARTICLE 7 – CONFIDENTIALITY OBLIGATIONS

7.1 Confidentiality Information.

(a) The Parties acknowledge that during their business relationship, confidential and proprietary information will be exchanged and that disclosure of any such information to any third party other than as necessary to carry out the terms of this Agreement will cause irreparable harm and damage, and therefore, the Parties agree to keep, protect, and not disclose any confidential or proprietary information of the other Party to any third party without prior written consent of the non-disclosing Party.

(b) Confidential or proprietary information shall be defined as, or include, the software, systems, procedures, business plans, business strategies, internal organization, designs, flow charts, plans, specifications, manuals, client or customer lists, customer data, cost and price data, marketing information, the terms of this Agreement, any financial information and any other information received by either Party which would reasonably be considered as confidential or proprietary business information.

(c) The Parties shall protect the confidential or proprietary information of the other Party to the same extent or by the same means that it would protect its own confidential and proprietary information, and shall notify the other Party in writing of any unauthorized disclosures, either intentional or unintentional, to any third parties, and shall do so immediately after discovering or determining such unauthorized disclosures. The obligations to protect confidential and proprietary information shall survive termination of this Agreement.

ARTICLE 8 – HIPAA COMPLIANCE

8.1 Both parties acknowledge and are aware of their responsibilities related to confidentiality of Protected Health Information (PHI) and to fully comply with all regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), G&L agrees as follows:

(a) to not use or disclose PHI other than as permitted by this Agreement or as required by law;
(b) to at all times maintain and use appropriate safeguards to prevent use or disclosure of any PHI other than as set forth in this Agreement;
(c) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Client creates, receives, maintains, or transmits to G&L;
(d) report to Client any use or disclosure of any PHI of which it becomes aware that is not permitted by this Agreement;
(e) report to Client any Security Incident involving Client's Electronic PHI of which it becomes aware;
(f) make available the information required for Client to provide an accounting of disclosures , in accordance with the HIPAA Privacy Rule;

8.2 The terms of this Section 8 have been included based solely on the understanding by the parties that they are required to comply with HIPAA. To the extent that any relevant provision of HIPAA has been excluded, is materially amended or interpreted in a manner that changes the obligations

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

of Client or G&L under this Agreement, the parties agree to negotiate in good faith an amendment to this Agreement to give effect to such revised obligations. The terms of this Agreement will be construed in light of any interpretation of and/or guidance on HIPAA issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time.

ARTICLE 9 – TERM AND TERMINATION

9.1 Term. This Agreement begins on the Effective Date and shall continue for a term of five (5) years or until otherwise terminated. This Agreement will automatically renew for consecutive 2 year terms unless either party has terminated this Agreement pursuant to the termination terms contained herein.

9.2 Termination. Either Party may terminate this Agreement, with or without cause, upon six months written notice. During the six month termination period, both parties shall continue to perform their obligations or services outlined herein.

9.3 Survival. Provisions of this Agreement relating to Confidentiality, HIPAA, and Indemnification shall survive the termination of this Agreement.

9.4 MQF (Medicare Query Function Agreement): This Agreement and all services and obligations of G&L are contingent upon the development of a MQF service by the Centers for Medicare & Medicaid Services (CMS) for electronic confirmation of the Medicare entitlement status of claimants similar to, or the same as, the MQF currently implemented or used for Group Health Insurance Plans. Should that MQF not be developed or implemented by CMS, this Agreement shall be null and void or shall be automatically terminated if G&L is unable to reasonably establish an alternative method of performing its obligations or services under this Agreement. Client agrees and understands that should G&L be required to develop an alternative solution by CMS, G&L may require additional fees. G&L shall advise Client of those fees in writing, and Client will confirm and agree to same in writing within ten days, or this Agreement shall be null and void as provided herein.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Notices. Each Party shall give or make any notice, authorization, request or other communication in connection with this Agreement in writing by personal delivery, post, express courier to the addresses listed below unless otherwise stated in this Agreement. A notice is effective when deemed received. Notices are deemed received on the date shown on the postal return receipt or the personal delivery, express courier. A Party is entitled to change the person, address, facsimile number or e-mail address for receipt of notices by notice to the other Party.

If to Client:

Name:	Donald P. Hemphill
Title:	Executive Director
Address:	Trindel Insurance Fund P O Box 289 Sierra City, CA 96125-0289
Facsimile No.:	(530)862-0907
Telephone No.:	(530)862-0906
E-mail:	dphtifed@aol.com

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

If to G&L:

Name:	John Williams
Title:	President & CEO
Address:	Gould & Lamb, LLC 101 Riverfront Blvd. Suite 100 Bradenton, FL 34205
Facsimile No.:	(941)798-2138
Telephone No.:	(941)798-2098
E-mail:	john.williams@gouldandlamb.com

10.2 Use of Trade Names. Each Party shall not, without the prior written consent of the other Party (a) issue any press release or make any announcements with respect to this Agreement, or (b) use for the purposes of advertising, promotion, or publicity, or otherwise, the name of the other Party or any trademarks, trade names, service marks, symbols or any abbreviation of the other Party. Despite the previous sentence of this Section, either Party is entitled to make any disclosures required by law.

10.3 Appendices. The terms of any exhibits and other appendices which may be attached to this Agreement are incorporated into and made a part of this Agreement.

10.4 Amendments. The Parties may amend this Agreement only by a written agreement that identifies itself as an amendment to this Agreement and is signed by an authorized representative of each Party.

10.5 Waivers. No waiver of any breach of this Agreement is a waiver of any other breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving Party.

10.6 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

10.7 Merger; Entire Agreement. This Agreement constitutes the entire and final agreement between the Parties pertaining to the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. This clause specifically excludes or does not affect or apply to the Business Associate Contract between the Parties. In entering into this Agreement, neither Party relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

10.8 Force Majeure.

(a) "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests.

(i) The act or event prevents a Party, in whole or in part, from (1) performing its obligations under this Agreement or (2) satisfying any conditions to its obligations under this Agreement.

(ii) The act or event is beyond the reasonable control of and not the fault of the Party.

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

From: 530 862 0907 Page: 9/11 Date: 9/24/2009 5:59:49 PM

(iii) The Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

(b) Despite the preceding definition of Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions and insufficiency of funds.

(c) Upon the happening of a Force Majeure Event, the Party so affected will not be liable, so long as it gives written notice to the other Party and takes all reasonable steps to minimize both the effect and duration of a Force Majeure Event. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

10.9 Assignment, Subcontracting and Delegation. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

10.10 Successors and Assigns. This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

10.11 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than G&L and Client.

10.12 Relationship of Parties.

(a) This Agreement does not create nor will it be construed to create any relationship between the Parties other than that of independent contractors. Neither of the Parties nor any of the Parties' employees or agents will be considered to be the employees, partners, co-venturers or owners of the other, nor to have dominion or control or any agency relationship over the other.

(b) Each Party is responsible for the activities and performance of its employees, their contractors and subcontractors, and its agents. Each Party shall be solely responsible for the payment of all compensation and benefits due to its employees including payment of all employment related taxes and workers' compensation insurance premiums.

10.13 Further Assurances. Each Party shall use all commercially reasonable efforts to take or cause to be taken, all further actions necessary or desirable to carry out the purposes of this Agreement.

10.14 Governing Law; Venue.

(a) The laws of the State of Florida, without giving effect to its conflict of laws principles, govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

(b) Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in any state court located within Manatee County, Florida.

(c) Each Party waives, to the fullest extent permitted by law, any objection that it may have based on improper venue or inconvenient forum to the conduct of any such action or proceeding in state court located within Manatee County, Florida.

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

10.15 Remedies. Unless otherwise specified in this Agreement, each Party's rights and remedies are cumulative and not exclusive, are in addition to any other rights and remedies provided at law, in equity, or under this Agreement, and may be pursued separately or concurrently as such Party determines.

10.16 Attorney's Fees. The Parties agree that the prevailing party in any legal action concerning or involving this Agreement shall be entitled to reasonable attorney's fees and all costs incurred in such action, including any related appellate action.

The Parties are executing this Agreement effective the day and year first stated in the introductory clause.

Trindel Insurance Fund

By:_____

Name: Donald P Hemphill

Title: Executive Director

Gould & Lamb, LLC

By:_____

Name:_____

Title:_____

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.