Gould & Lamb

Amendment to
MMSEA Mandatory Insurance Reporting Services Agreement
between
Trindel Insurance Fund
and
Gould & Lamb, LLC

THIS AMENDMENT ("Amendment") to MMSEA Mandatory Insurer Reporting Services Agreement (Agreement) dated September 22, 2009 is made by and between Trindel Insurance Fund ("Client") and Gould & Lamb, LLC ("G&L") on this _____day of _____, 2012.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

The Agreement is amended as follows:

1. Article 4, section 4.5 is deleted in its entirety and is replaced with the following:

   4.5 On files positioned for settlement and involving a Medicare Beneficiary, G&L will initiate research of conditional payments with the Medicare Secondary Payer Recovery Contractor (MSPRC) to determine the amount of conditional payments alleged by CMS. Such Conditional Payment Research shall be conducted by G&L at no additional cost to Client.

2. Article 4, section 4.9 is expressly added:

   4.9 On files that have settled and involve a Medicare Beneficiary, G&L will initiate a request for a conditional payment Final Demand from the MSPRC to determine the amount of conditional payments demanded by CMS. Such Conditional Payment Final Demand request shall be conducted by G&L at no additional cost to Client.

3. Article 6, subsection 6.2(a) is deleted in its entirety and replaced with the following:

   6.2 <u>Compensation</u>. G&L will provide MMSEA Mandatory Insurer Reporting functions to Client subject to the following stipulations:

   a) Client shall compensation G&L as follows:

      (1) Client shall compensate G&L at a flat rate of $ 850.00 per month per RRE ID;

      (2) Based on the scale and complexity of further MMSEA implementation activity, additional costs associated with services provided in this agreement may apply as determined by G&L and as agreed upon by the Parties.

AND,

(3) Client shall designate G&L as a preferred vendor for all 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 6.2(b)(2) and Client will utilize other services related to Medicare Secondary Payer (MSP) compliance at the rates identified in this Amendment and in **Attachment A: Fee Schedule.**

4. Article 9.1 is deleted in its entirety and is replaced with the following:

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

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SO AGREED on the date as signed by the Parties below.

Trindel Insurance Fund		**Gould & Lamb, LLC**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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