**CLIENT SERVICE AGREEMENT**

**Assistance with Submission of Claims under the Class Action Settlements**

This agreement is entered into on this date, \_\_\_\_\_\_\_\_\_\_, 201\_\_ (“Effective Date”) by and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its affiliated organizations (Hereinafter referred to as “Client”) and Managed Care Advisory Group, LLC (Hereinafter referred to as “MCAG”) with principal residence at 3434 Granite Circle, Toledo, OH 43617 for the purposes set forth below.

**Purpose of Agreement**

This agreement secures the services of MCAG as outlined below for assisting Client in Client’s participation under all future Settlements and/or dispute resolutions resulting from Class Action litigation as approved by Client, Hospital Association of Southern California, and MCAG as noted in Appendix A attached to this Agreement. This form authorizes MCAG to accept Client’s information as required by the Settlements, which could include, but will not be limited to, claims data, transactional data and financial information. Client appoints MCAG as exclusive Recovery Agent with full assignment authority to represent its interest and submit a claim under the terms of each agreed upon Class Action Settlement for which Client is an eligible class member directly to the Settlement Administrator on Client’s behalf.

**Terms and Conditions**

MCAG will utilize its best efforts to: a.) determine Client eligibility for reimbursement from the Settlements, b.) prepare and submit a claim for reimbursement under the terms of the Settlements or dispute resolutions related thereto, c.) retain the services on Client’s behalf of an attorney, accountant, or other representative strictly for the specific purposes of the Settlements as required by the Settlements and deemed appropriate by MCAG.

MCAG will file a claim based on the information provided by the Client, and/or any information made available to MCAG by the Settlement Administrator, and/or any data MCAG is able to obtain from third party repositories, which may include, but is not limited to, billing and payment clearinghouses and processors, attorneys, accountants, and other outlets as required by the Settlements. MCAG will submit the claims, collect the returns, and distribute the net payments to Client.

MCAG warrants that it will use its best efforts to file claims on behalf of Client and to help Client maximize the return available to Client under the Settlements. However, due to the complexity of the terms and provisions of the Settlements and due to the authority given the Settlement Administrator to determine eligible reimbursement under the Settlements, MCAG cannot warrant or guarantee the dollar amount, if any, returned to Client through the Settlement process.

Client will use its best efforts to facilitate the efforts of MCAG to collect and submit data/information required for participation by Client in the Settlements. Client understands and agrees that MCAG may not be able to file a claim on behalf of Client if Client is not able to provide all required data/information. Client agrees that MCAG has no liability for information provided by Client as part of the Settlement claim filing process, and Client will be held solely responsible if any information is found to be inaccurate. Client authorizes MCAG to access and collect data/information relevant to the Settlements from Client and any appropriate third parties to file claims, collect

recoveries, and extract the service fees as outlined in the “Service Fee” section of this Agreement from the recoveries, and return net recoveries to Client.

The initial term of this Agreement (“Term”) shall commence on the Effective Date and shall continue in full force and effect for a period of three (3) years, unless earlier terminated as hereinafter provided. The Term shall renew automatically for additional periods of one year each, unless canceled as set forth in the Termination Section of this Agreement. If MCAG has submitted a claim on behalf of Client for any Settlement(s) prior to the effective date of a written Notice of Termination, then MCAG shall complete the process for recovering any Settlement Amounts, providing its Services and making any payment(s) to Client, and collecting and/or retaining any Service Fees in accordance with the provisions of this Agreement.

This Agreement is meant to cover all of the Client’s subsidiaries and locations as identified by Client, and shall be binding upon and shall inure to benefit of MCAG and the Client and to the Client’s successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by MCAG or Client of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of MCAG or Client, as applicable.

**Termination**

This Agreement may be terminated at any time with or without cause provided notice of termination is provided in writing at least ninety (90) days in advance of the desired date of termination.

**Confidentiality/Non-Disclosure**

MCAG and Client recognize the need to maintain strict confidentiality regarding business processes, financial information, Personal Health Information (PHI as defined in HIPAA), tax records, profit and loss reports and any information received from the other party.

The Parties shall not, at any time, directly or indirectly, divulge, distribute, publish, disclose, communicate, or otherwise disseminate to any individual, corporation or other entity, or divert Proprietary Information, Client Information and the information described below, in whole or in part, or utilize such information for any purpose, other than the purposes so defined and agreed to by the Parties in this Agreement, in any manner whatsoever: a) the whole or any portion or phase of any Trade Secrets and other information related to the examination, review or auditing of or recovery of Client billing/payment records or related to billing, legal or financial services performed for Clients, b) any business information or plans, financial information, or listing of names, addresses (including e-mail) or telephone numbers of either Party or the Client that is not generally known to persons not affiliated with Party or Clients, and/or, c) any information treated as or considered to be secret, confidential or proprietary pursuant to any agreement between the Parties and any other entities.

The term “Confidential Information” means any data or information of either MCAG or the Client which is valuable to either the Client or MCAG and not generally known to competitors of either Party.

**Service Fee**

MCAG performs its recovery services for a percentage of actual recoveries achieved for clients. MCAG will retain or Client will pay MCAG a fee of twenty percent (20%) of recoveries received by Client from Class Action Settlements and/or Dispute Resolutions.

[Client information and signatures found on next page]

**Client Information and Signature (ALL FIELDS ARE REQUIRED, UNLESS NOTED OTHERWISE)**

Client/Business Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Business/Headquarters Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary EIN/TIN for filing purposes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approximate Number of Employees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Client Representative Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Client) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title (Client) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Signature (MCAG) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title (MCAG) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

**Please note that MCAG may require additional information from Client in the future in order to meet requirements for a specific settlement. Therefore, MCAG may not be able to submit a claim if Client does not provide additional information as instructed in future communications from MCAG.**

**If you have multiple locations contact MCAG at 800.355.0466 to consolidate and expedite your enrollment.**

PLEASE FAX THIS FORM BACK TO 866.747.8947, or EMAIL THE FORM TO settlements@mcaginc.com

*Payment Card Settlement Disclaimer: The Second Circuit Court of Appeals reversed approval of the settlement and returned the case to the District Court on June 30, 2016. Litigation is ongoing. No claim forms are available at this time, and no claim-filing deadline exists. If another settlement is reached, no-cost assistance will be available from the Class Administrator and Class Counsel during any claims-filing period. No one is required to sign up with any third-party service in order to participate in any settlement. For additional information regarding the status of the litigation, interested persons may visit* [*www.paymentcardsettlement.com*](http://www.paymentcardsettlement.com)*, the Court-approved website for this case.*

**APPENDIX A**

**Settlements Approved by Client and MCAG**

MCAG will pursue recoveries from the following settlements on behalf of Client:

1. California Cipro Cases I & II, J.C.C.P. Nos. 4154 and 4220
2. Optical Disk Drive Products Antitrust Litigation: No. 3:10-MD-2143 RS
3. Blood Reagents: [In re: Blood Reagents Antitrust Litigation]
4. Lithium Ion Battery Antitrust Litigation [Case No. 13-MD-02420 YGR (DMR)]
5. Payment Card Interchange Fee Settlement (“Visa/MasterCard”): [In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720]