Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into effective the 30th day of June, 2008, by and between Shelby County Government (hereinafter "County") and Corvel Corporation (hereinafter "Vendor").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated July 1, 2007 for bill review October 23, 2006 for services effective July 1, 2007 through June 30, 2008; and

WHEREAS, the parties now desire to enter into this Amendment to enter the first option to renew services for the period effective July 1, 2008 through June 30, 2009.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2008 until June 30, 2009.

2. The total cost for this renewal period (or) Amendment shall not exceed $200,000.00 with actual payment to be based upon a percentage of savings as outlined in Exhibit A attached hereto and incorporated herein by reference.

3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2008-2009 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.

4. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____2008.

APPROVED AS TO FORM AND LEGALITY:

SHELBY COUNTY GOVERNMENT:

_____
Contract Administrator
Assistant County Attorney

_____
A C WHARTON, JR., MAYOR

CorVel Corporation

By: Mary Walters 10/22/08

Title: RVP

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared MARY WALTERS, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____ the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this 22nd day of October, 2008.

Debe Pickering
Notary Public

My Commission Expires: _____

Notary Public State of Florida
Debe Pickering
My Commission DD394307
Expires 03/15/2009

EXHIBIT A
Managed Care Services Selected by Customer

The COUNTY has chosen the Managed Care Services indicated below. The specific terms and conditions that apply to CorVel's provision and COUNTY's receipt of such Managed Care Services are set forth in the Contract.

(1) During Initial Term. Fees during the Initial Term of this Agreement shall be as follows:

MEDICAL COST ANALYSIS

Network Solutions:

CorVel Average Savings: 45% & above	CorVel Fee:	20% of Total Savings
CorVel Average Savings: 40% - 47%	CorVel Fee:	17% of Total Savings
CorVel Average Savings: 35% - 39%	CorVel Fee:	14% of Total Savings
CorVel Average Savings: 34% & below	CorVel Fee:	10% of Total Savings
Preferred Provider Organization		Included
Professional Review		Included

WEB-BASED INTERFACE

Care[MC] Application:	Included

(2) Calculation of Performance Guaranteed Fees.

All CONSULTANT fees will be calculated four (4) times yearly based on the average savings for all services over the previous quarter. Savings reports will be generated by the CONSULTANT and produced to the COUNTY during the first ten (10) business days of April, July, October, and January. CONSULTANT fees will be determined by the table in Exhibit "A". If a fee adjustment is warranted, it will become effective no later than the eleventh (11th) business day of the quarter. Services provided up to this fee adjustment will be billed at the rate of the previous quarter. CONSULTANT will be paid at the maximum rate beginning on the Effective Date through the first full quarter of service. The first evaluation of fees will take place after the first full quarter of service.