

*Some ask if this is a  
Business or a Passion.*

*A business it is,  
but business will  
not take our measure,  
for passion wills  
the endurance  
to find our tomorrows.*

GORDON CLEMONS



# 25

## 2016 President's Message

*"Some ask if this is a business or a passion. A business it is, but business will not take our measure, for passion wills the endurance to find our tomorrows."*

We expressed this sentiment some years ago in this very same annual shareholders letter. As we build our Company it has continued that our organization's passion for serving our clients' needs, has sustained us. This last year we completed a quarter century as a public company with momentum as we embark upon the coming year.

Technology is increasingly disrupting traditional service models, positioning CorVel well for continued information management investments. Claims intake is a critical stage of claims management where CorVel has proprietary advantages. Our Immediate Intervention claims model includes 24/7 nurse triage and most recently telehealth - both of which helped to demonstrate results superior to industry competitors. Telehealth allows us to offer physician interfaces to injured workers very early in the claim, improving results and employee satisfaction. Once thought to be a service for remotely located employees, telehealth is quickly demonstrating its ability to shorten service delays in episodes of care for all injured workers.

Both the Intake phase of a claim and the Return-to-Work (RTW) phase are being impacted by improvements in our systems. Immediate intervention is critical to enabling healthcare management, and RTW is where the "rubber meets the road" in our service. We've been investing in the interfaces which facilitate our interaction with providers, claimants and employers and expect this aspect of our service to continue evolving over the coming years.

Our Enterprise Comp line of claims management services continued its growth. Our service model increasingly integrates the various service components on one platform. The potential for further development is substantial, and we expect to be able to gradually increase our spending in this area, constantly adding proprietary features to our capabilities.

Development continues to bring the separate constituencies in workers' compensation more seamlessly together. Connecting patients to providers to employers and managed care professionals is a complex challenge. During the year CorVel continued to expand the features for each constituent. Claimants can use mobile apps to communicate through our portal with both claims and healthcare professionals. There is much left to do; we will continue to introduce new features.

As we implement technology, our services are gradually becoming more efficient as well as more efficacious. Interfaces to major carriers are being streamlined to allow for real time web application services. We look forward to having more real time interactions with our customers.

The Business Process Automation (BPA) groups within CorVel continue to grow. In addition to being important components in our healthcare management business, these groups are expanding their services outside the insurance industry. Their document management and data conversion services have been augmented through the use of automated "pre-processing" reviews of data, which add efficiency to the workflow for customers. BPA services are increasingly effective as the power of computing continues its compound growth rate.

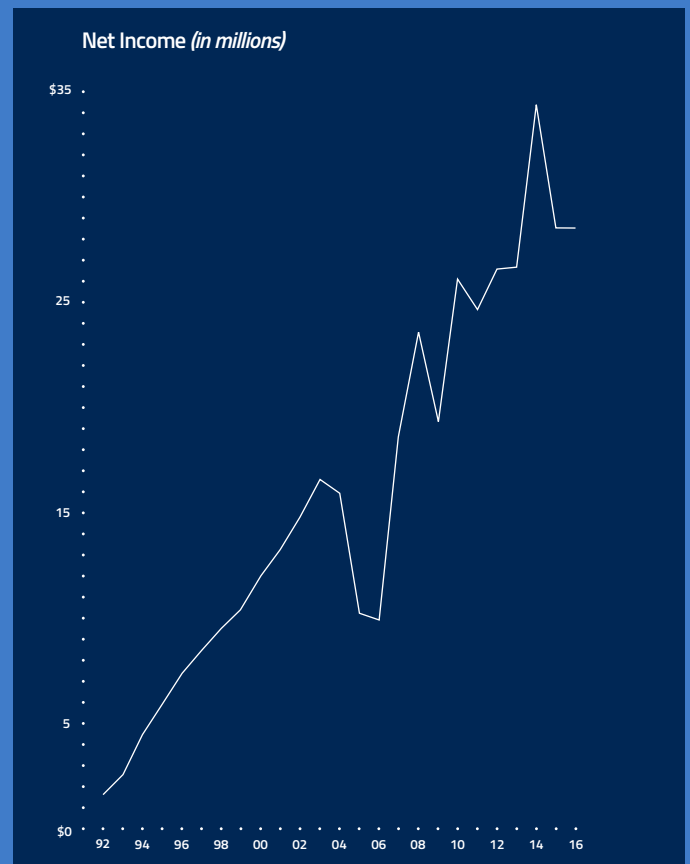
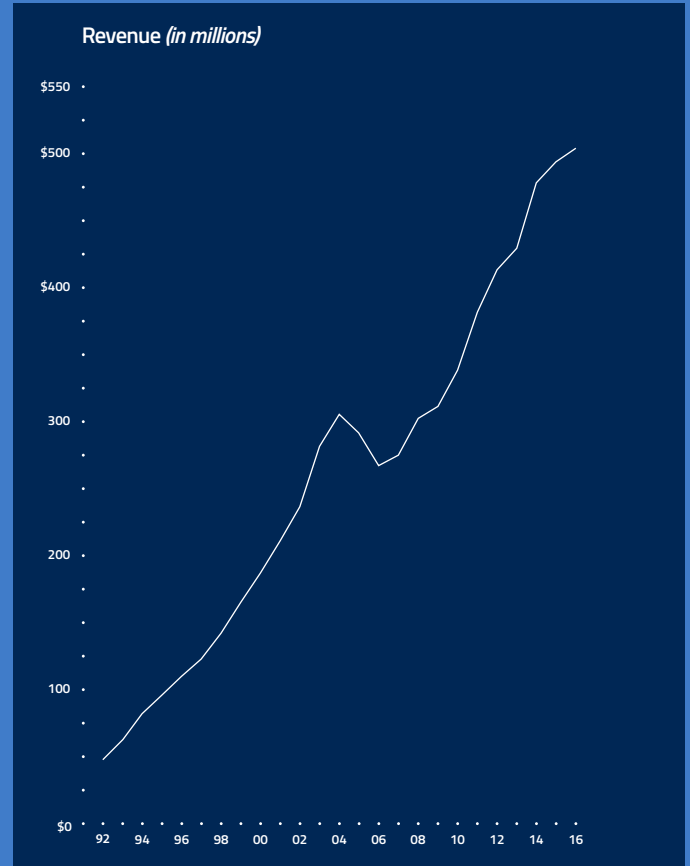
We are indebted to our business partners and CorVel associates for their support and commitment to the future. We are fortunate to work with people who share our vision for the continuous improvement of outcomes for patients. The last year was a productive time for all of us, reinforcing our purpose: to make a difference serving the needs of healthcare patients.

**Gordon Clemons**  
Chairman and CEO

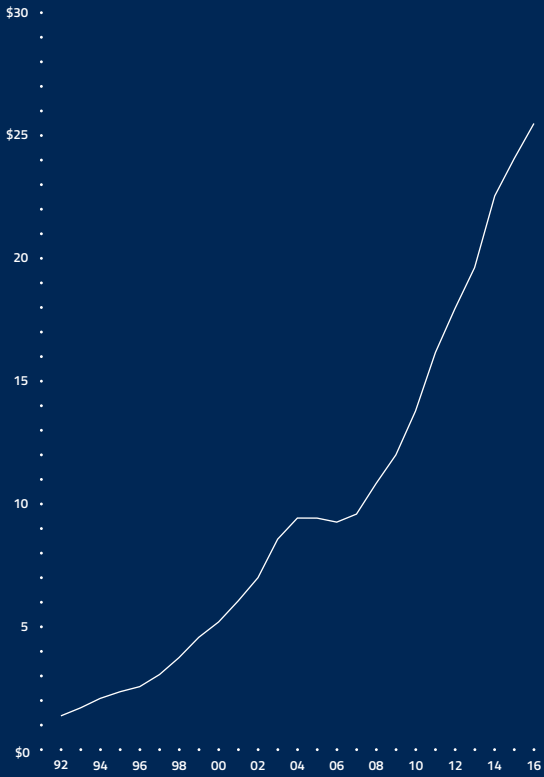


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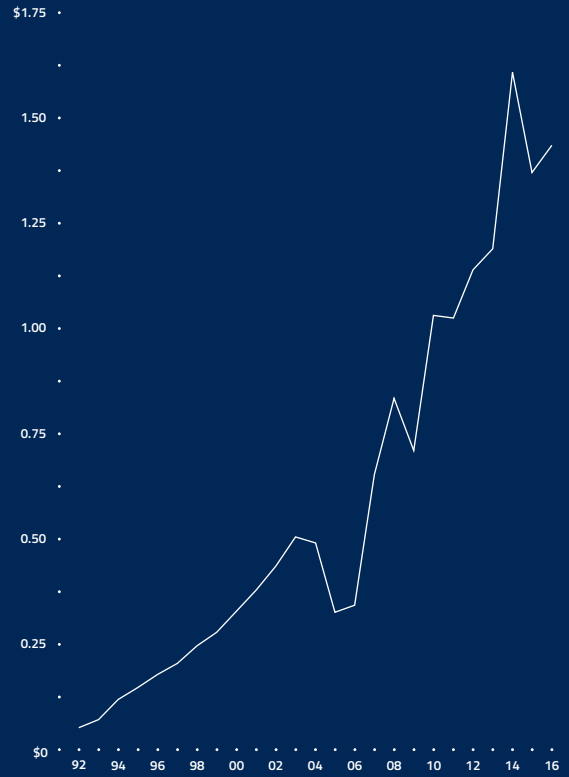
For over a quarter century CorVel's commitment to serving client needs has defined our purpose, and produced superior shareholder results.



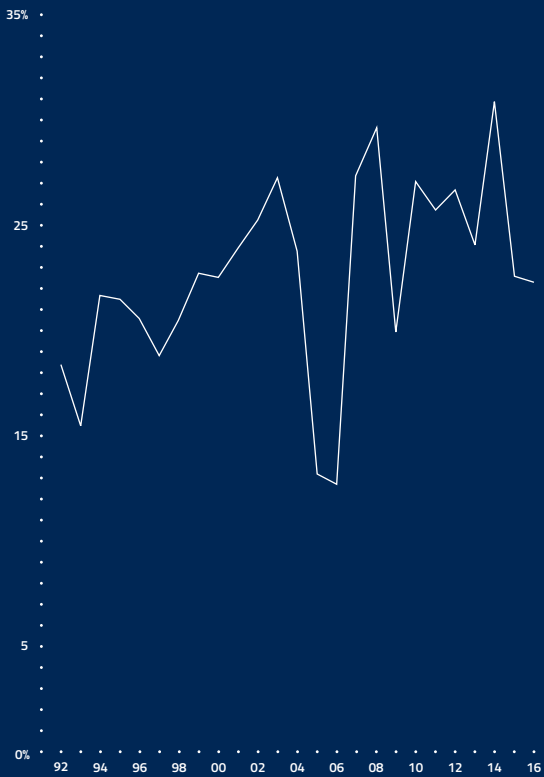
Annual Revenue Per Q4 Weighted Shares



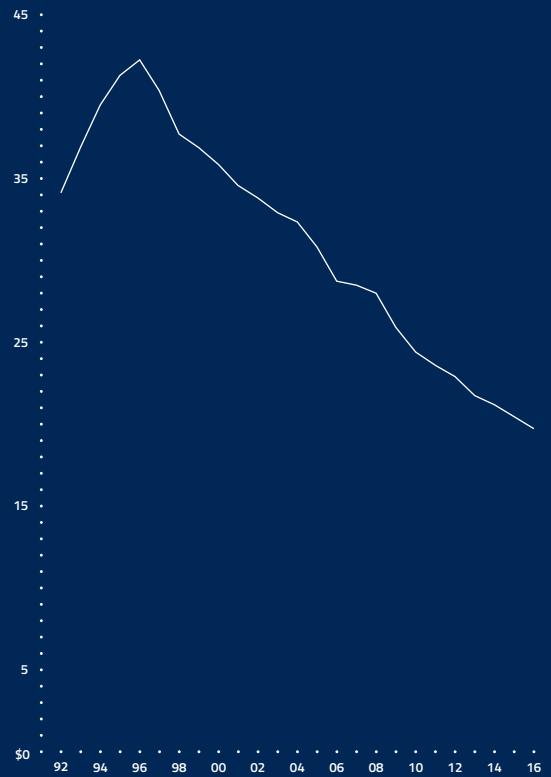
Earnings Per Share (in dollars)



Return on Equity (%)



Q4 Weighted Shares (in millions)



**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**Form 10-K**

**FOR ANNUAL AND TRANSITION REPORTS PURSUANT TO SECTIONS 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE  
ACT OF 1934**

For the fiscal year ended March 31, 2016

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 0-19291

**CorVel Corporation**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

2010 Main Street, Suite 600,  
Irvine, California  
(Address of principal executive offices)

33-0282651  
(I.R.S. Employer  
Identification Number)

92614  
(Zip Code)

Registrant's telephone number, including area code:  
(949) 851-1473

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class:  
Common Stock

Name of each exchange on which registered:  
The NASDAQ Global Select Market, LLC

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes  No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the Registrant's most recently completed second fiscal quarter:

As of September 30, 2015, the aggregate market value of the Registrant's voting and non-voting common equity held by non-affiliates of the Registrant was approximately \$330,421,000 based on the closing price per share of \$32.30 for the Registrant's common stock as reported on the Nasdaq Global Select Market on such date multiplied by 10,229,765 shares (total outstanding shares of 19,787,279 less 9,557,514 shares held by affiliates) of the Registrant's common stock which were outstanding on such date. For the purposes of the foregoing calculation only, all of the Registrant's directors, executive officers and persons known to the Registrant to hold ten percent or greater of the Registrant's outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Indicate the number of shares outstanding of each of the Registrant's classes of common stock, as of the latest practicable date: As of June 3, 2016, there were 19,574,261 shares of the Registrant's common stock, par value \$0.0001 per share, outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Information required by Items 10 through 14 of Part III of this Form 10-K, to the extent not set forth herein, is incorporated herein by reference to portions of the Registrant's definitive proxy statement for the Registrant's 2016 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission not later than 120 days after the end of the fiscal year ended March 31, 2016. Except with respect to the information specifically incorporated by reference in this Form 10-K, the Registrant's definitive proxy statement is not deemed to be filed as a part of this Form 10-K.

**CORVEL CORPORATION**  
**2016 FORM 10-K ANNUAL REPORT**

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In this report, the terms “CorVel”, “Company”, “we”, “us”, and “our” refer to CorVel Corporation and its subsidiaries.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including, but not limited to, the statements about our plans, strategies and prospects under the headings “Business” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this report. Words such as “expects”, “anticipates”, “intends”, “plans”, “predicts”, “believes”, “seeks”, “estimates”, “potential”, “continue”, “strive”, “ongoing”, “may”, “will”, “would”, “could”, and “should”, and variations of these words or similar expressions are intended to identify forward-looking statements. These forward-looking statements are based on management’s current expectations, estimates and projections about our industry, management’s beliefs, and certain assumptions made by management, and we can give no assurance that we will achieve our plans, intentions or expectations. Certain important factors could cause actual results to differ materially from the forward-looking statements we make in this report. Representative examples of these factors include (without limitation):

- General industry and economic conditions, including a decreasing number of national claims due to decreasing number of injured workers;
- Cost of capital and capital requirements;
- Competition from other managed care companies;
- The Company’s ability to renew and/or maintain contracts with its customers on favorable terms or at all;
- The ability to expand certain areas of the Company’s business;
- Possible litigation and legal liability in the course of operations, and the Company’s ability to settle or otherwise resolve such litigation;
- The ability of the Company to produce market-competitive software;
- Increases in operating expenses, including employee wages, benefits and medical inflation;
- Changes in regulations affecting the workers’ compensation, insurance and healthcare industries in general;
- The ability to attract and retain key personnel;
- Shifts in customer demands; and
- The availability of financing in the amounts, at the times, and on the terms necessary to support the Company’s future business.

The section entitled “Risk Factors” set forth in this report discusses these and other important risk factors that may affect our business, results of operations and financial condition. The factors listed above and the factors described under the heading “Risk Factors” and similar discussions in our other filings with the Securities and Exchange Commission are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors also could have material adverse effects on our future results. Investors should consider these factors before deciding to make or maintain an investment in our securities. The forward-looking statements included in this annual report on Form 10-K are based on information available to us as of the date of this annual report. We expressly disclaim any intent or obligation to update any forward-looking statements to reflect subsequent events or circumstances.

## PART I

### Item 1. *Business.*

#### INTRODUCTION

CorVel is a national provider of workers' compensation solutions for employers, third party administrators, insurance companies, and government agencies seeking to control costs and promote positive outcomes. The Company applies technology, intelligence, and a human touch to the challenges of risk management so that their clients can intervene early and often while being connected to the critical intelligence they need to proactively manage risk. CorVel specializes in applying advanced communication and information technology to improve healthcare management for workers' compensation, group health, auto and liability claims management. With a technology platform at its core, the Company's connected solution is delivered by a national team of associates who are committed to helping clients deliver programs that meet their organization's performance goals.

The Company's services include claims management, bill review, preferred provider networks, utilization management, case management, pharmacy services, directed care and Medicare services. CorVel offers its services as a bundled solution (i.e. claims management), as a standalone service, or as add-on services to existing customers. Customers of the Company that do not purchase a bundled solution generally use another provider, use an in-house solution, or choose not to utilize such a service to manage their workers' compensation costs. When customers purchase several products from CorVel, the pricing of the products sold is generally the same as if the product were sold on an individual basis. Bundled products are generally delivered in the same accounting period.

The Company was incorporated in Delaware in 1987, and its principal executive offices are located at 2010 Main Street, Suite 600, Irvine, California, 92614. The Company's telephone number is 949-851-1473.

#### INDUSTRY OVERVIEW

Workers' compensation is a federally mandated, state-legislated insurance program that requires employers to fund medical expenses, lost wages and other costs resulting from work-related injuries and illnesses. Workers' compensation benefits and arrangements vary extensively on a state-by-state basis and are often highly complex. State statutes and court decisions control many aspects of the compensation process, including claims handling, impairment or disability evaluation, dispute settlement, benefit amount guidelines and cost-control strategies.

In addition to the compensation process, cost containment and claims management continue to be significant employer concerns and many look to managed care vendors and third party administrators for cost savings solutions. The Company believes that cost drivers in workers' compensation include: implementing effective return to work and transitional duty programs, coordinating medical care, medical cost management, recognizing fraud and abuse, and improving communications with injured workers. CorVel provides solutions using a holistic approach to cost containment and by looking at a complete savings solution. Often one of the biggest cost drivers is not recognizing a complex claim at the onset of an injury often resulting in claims being open longer and resulting in a delayed return to work. CorVel uses an integrated claims model that controls claims costs by advocating medical management at the onset of the injury to decrease administrative costs and to shorten the length of the disability.

Some states have adopted legislation for managed care organizations (MCO) in an effort to allow employers to control their worker's compensation costs. A managed care plan is organized to serve the medical needs of injured workers in an efficient and cost-effective manner by managing the delivery of medical services through appropriate health care professionals. CorVel is registered wherever legislation mandates, where it is beneficial for the Company to obtain a license, or where the MCO is an effective utilized mandate. Since MCO legislation varies by state, CorVel's state offerings vary as well. CorVel continually evaluates new legislation to ensure it is in compliance and can offer services to its customers and prospects.



## **FISCAL 2016 DEVELOPMENTS**

### **Company Stock Repurchase Program**

During fiscal 2016, the Company continued to repurchase shares of its common stock under a plan originally approved by the Company's Board of Directors in 1996. In November 2015, the Company's Board of Directors increased the number of shares of common stock authorized to be repurchased over the life of the plan by 1,000,000 shares of common stock to 35,000,000 shares of common stock. During fiscal 2016, the Company spent \$31.5 million to repurchase 893,771 shares of its common stock. Since commencing this program in the fall of 1996, the Company has repurchased 33,886,259 shares of its common stock through March 31, 2016, at a cost of \$392 million. These repurchases were funded primarily from the Company's operating cash flows.

## **BUSINESS — SERVICES**

The Company offers services in two general categories, network solutions and patient management, to assist its customers in managing the increasing medical costs of workers' compensation, group health and auto insurance, and monitoring the quality of care provided to claimants. CorVel reduces claims costs by advocating medical management at the onset of an injury to decrease administrative costs and to shorten the length of the disability. These solutions offer personalized treatment programs that use precise treatment protocols to advocate timely, quality care for injured workers.

### **Network Solutions**

CorVel offers a complete medical savings solution for all in-network and out-of-network medical bills including PPO management, specialty networks, medical bill repricing, true line item review, expert fee negotiations, professional nurse review, automated adjudication and electronic reimbursement. Each feature focuses on increasing processing efficiencies and maximizing savings opportunities.

### **Bill Review**

Many states have adopted fee schedules, which regulate the maximum allowable fees payable under workers' compensation, for procedures performed by a variety of health treatment providers. Developed in 1989, CorVel's proprietary bill review and claims management technology automates the review process to provide customers with a faster turnaround time, more efficient bill review and a higher total savings. CorVel's artificial intelligence engine includes over sixty million individual rules, which creates a comprehensive review process that is more efficient than traditional manual bill review processes.

Payors are able to review and approve bills online as well as access savings reports through an online portal, CareMC. The process is paperless, through scanning and electronic data interface ("EDI"), while proving to be cost effective and efficient. CorVel's solutions are fully customizable and can be tailored to meet unique payor requirements.

Bill Review Services include:

- Coding review and re-bundling
- Reasonable and customary review
- Fee schedule analysis
- Out-of-network bill review
- Pharmacy review
- PPO management
- Repricing

## **PPO Management**

PPOs are groups of hospitals, physicians and other healthcare providers that offer services at pre-negotiated rates to employee groups. The Company believes that PPO networks offer the employer an additional means of managing healthcare costs by reducing the per-unit price of medical services provided to employees. CorVel began offering a proprietary national PPO network in 1992 and today it is comprised of over 750,000 board-certified providers. The Company provides the convenience of a PPO Provider look-up mobile application for use with iPhone, iPad and Android. The application is available to the public and makes it convenient to locate a provider in the CorVel network. Users can search providers based on quality, range of services and location.

CorVel has a long-term strategy of network development, providing comprehensive networks to our customers and customization of networks to meet the specific needs of our customers. The Company believes that the combination of its national PPO strength and presence and the local PPO developers' commitment and community involvement enables CorVel to build, support and strengthen its PPO in size, quality, depth of discount, and commitment to service.

The Company has a team of national, regional and local personnel supporting the CorVel network. This team of PPO developers are responsible for local recruitment, contract negotiations, credentialing and re-credentialing of providers, and working with customers to develop customer specific provider networks. Each bill review operation has provider relations support staff to address provider grievances and other billing issues.

Providers are selected from criteria based on quality, range of services, price and location. Each provider is thoroughly evaluated and credentialed, then re-credentialed every three years. Through this extensive evaluation process, we are able to provide significant hospital, physician and ancillary medical savings, while maintaining high quality care. Provider network services include a national network for all medical coverages, board-certified physicians, provider credentialing, patient channeling, online PPO look-up, printable directories and driving directions, and Managed Care Organizations (MCO).

## **CERiS<sup>SM</sup>**

CERiS, CorVel's enhanced bill review program, allows claim payors to adjust individual line item charges on all bills to reasonable and customary levels while removing all error and billing discrepancies with professional review. The enhanced bill review program scrutinizes each hospital line description and charge as a separate and distinct claim for reimbursement. CorVel's proprietary Universal Chargemaster defines each code and description, enabling its registered nurses to identify errors, duplicate charges, re-bundle exploded charges, correct quantity discrepancies and remove unused supplies.

## **Professional Review**

CorVel's services offer a complete audit and validation of facility bill accuracy. This solution also includes review of in-network facility bills. The Company's experienced nurse auditors have clinical backgrounds in all areas of medicine, medical billing and coding to ensure an accurate, consistent and thorough review. If a bill is identified for professional review, the bill image and its associated medical reports are routed within the system to an experienced medical nurse for review and auditing.

## **Provider Reimbursement**

One of the interfaces of CorVel's bill review service is the automated issuance of provider reimbursements. CorVel's provider reimbursement service allows the ability to determine dollars spent and bills reviewed and to assist in setting reserves through charts available online. Through the bill review system, CorVel has the capability to provide check writing or provider reimbursement services for its customers. The provider payment check can be added to the bill analysis to produce one combined document.

## **Pharmacy Services**

CorVel provides patients with a full-feature pharmacy program that offers formulary management, discounted prescriptions, drug interaction monitoring, utilization management and eligibility confirmation. Our pharmacy network of nationally recognized pharmacies provides savings off the retail price of prescriptions associated with a workers' compensation claim. The Company's pharmacy services program includes preferred access to a national pharmacy network, streamlined processing for pharmacies at point of sale, first fill and next fill programs, mail order and 90-day retail options, out-of-network management, medication review services and clinical modeling.

## **Directed Care Services**

CorVel offers a national directed care network that provides access to specialty medical services which may be required to support an injured worker's medical treatment plan. CorVel has contracted with medical imaging, physical therapy, diagnostics and ancillary service networks to offer convenient access, timely appointments and preferred rates for these services. The Company manages the entire coordination of care from appointment scheduling through reimbursement, working to achieve timely recovery and increased savings. The Company has directed care networks for CT and bone scans, diagnostic imaging, physical and occupational therapy, independent medical evaluations, durable medical equipment and transportation and translation.

## **Medicare Solutions**

The Company offers solutions to help manage the requirements mandated by the Centers for Medicare and Medicaid Services (CMS). Services include Medicare Set Asides and Agent Reporting Services to help employers comply with new CMS reporting legislation. As an assigned agent, CorVel can provide services for Responsible Reporting Entities (RRE) such as insurers and employers. As an experienced information-processing provider, CorVel is able to electronically submit files to the CMS in compliance with timelines and reporting requirements.

## **Clearinghouse Services**

CorVel's proprietary medical review software and claims management technology interfaces with multiple clearinghouses. The Company's clearinghouse services provide for medical review, conversion of electronic forms to appropriate payment formats, seamless submittal of bills for payments and rules engines used to help ensure jurisdictional compliance.

## **Patient Management**

CorVel offers a unique approach to claims administration and patient management. This integrated service model controls claims by advocating medical management at the onset of the injury to decrease administrative costs and to shorten the length of the disability. This automated solution offers a personalized treatment program for each injured worker, using precise treatment protocols to meet the changing needs of patients on a frequent basis. The Company offers these services on a stand-alone basis or as an integrated component of its medical cost containment services.

## **Claims Management**

CorVel has been a third party administrator ("TPA") offering claims management services since January 2007. The Company serves customers in the self-insured or commercially-insured markets. Incidents and injuries are reported through a variety of intake methods that include a 24/7 nurse triage call center, website, mobile applications, toll-free call centers and traditional methods of paper and fax reporting. They are immediately processed by CorVel's proprietary rules engine, which provides alerts and recommendations throughout the life of a claim. This technology instantly assigns an expert claims professional, while simultaneously determining if a claim requires any immediate attention for triage.

Through this service, the Company serves clients in the self-insured or commercially-insured market through alternative loss funding methods, and provides them with a complete range of services, including claims administration, case management, and medical bill review. In addition to the field investigation and evaluation of claims, the Company also may provide initial loss reporting services for claims, loss mitigation services such as medical bill review and vocational rehabilitation, administration of trust funds established to pay claims and risk management information services.

Some of the features of claims management services include: automated first notice of loss, three-point contact within 24 hours, prompt claims investigations, detailed diary notes for each step of the claim, graphical dashboards and claim history scorecards, and litigation management and expert testimony.

### **Case Management**

CorVel's case management and utilization review services address all aspects of disability management and recovery including utilization review (pre-certification, concurrent review and discharge planning), early intervention, telephonic, field and catastrophic case management as well as vocational rehabilitation.

The medical management components of CorVel's program focus on medical intervention, management and appropriateness. In these cases, the Company's case managers confer with the attending physician, other providers, the patient and the patient's family to identify the appropriate rehabilitative treatment and most cost-effective healthcare alternatives. The program is designed to offer the injured party prompt access to appropriate medical providers who will provide quality cost-effective medical care. Case managers may coordinate the services or care required and may arrange for special pricing of the required services.

The Telephonic Case Manager (TCM) continues to impact the direction of the case, focusing on early return to work, maximum medical improvement (MMI) and appropriate duration of disability. Facilitation of appropriate treatment, assertive negotiation with medical providers and directing the care of the injured worker continues to be the Case Manager's role until the closure criteria is met. Utilization review of provider treatment remains ongoing until discharge from treatment.

In the event that a claim may require an onsite referral, a Field Case Manager (FCM) will be assigned to the claim. Cases can be referred to CorVel based on geographic location and injury type to the most appropriate FCM. Specialized case management services include catastrophic management, life care planning, and vocational rehabilitation services. All FCMs have iPads that provide access to the Company's proprietary mobile applications that provide instant access to detailed case information and the ability to enter case notes. An additional feature of our iPad applications is the ability to electronically approve and email signed case management forms and documentation.

### **24/7 Nurse Triage**

Injured workers can call at the time of injury or incident and speak with a registered nurse who specializes in occupational injuries. An assessment is immediately made to recommend self-care, or referral for further medical care if needed. CorVel is able to provide quick and accurate care intervention, often preventing a minor injury from becoming an expensive claim. The 24/7 nurse triage services provide channeling to a preferred network of providers, allows employer access to online case information, comprehensive incident gathering, and healthcare advocacy for injured workers.

### **Utilization Management**

Utilization Management programs review proposed care to determine appropriateness, frequency, duration and setting. These programs utilize experienced registered nurses, proprietary medical treatment protocols and systems technology to avoid unnecessary treatments and associated costs. Processes in Utilization Management include: injury review, diagnosis and treatment planning; contacting and negotiating provider treatment

requirements; certifying appropriateness of treatment parameters, and responding to provider requests for additional treatment. Utilization management services include: prospective review, retrospective review, concurrent review, professional nurse review, second opinion, peer review, precertifications and independent medical evaluation.

### **Vocational Rehabilitation**

CorVel's Vocational Rehabilitation program is designed for injured workers needing assistance returning to work or retaining employment. This comprehensive suite of services helps employees who are unable to perform previous work functions and who face the possibility of joining the open labor market to seek re-employment. These services are available unbundled, on an integrated basis as dictated by the requirement of each case and client preference, or by individual statutory requirements. Vocational rehabilitation services include ergonomic assessments, rehabilitation plans, transferable skills analysis, labor market services, job seeking skills, resumé development, job analysis and development, job placement, career counseling and expert testimony.

### **Life Care Planning**

Life Care Planning is used to project long-term future needs, services and related costs associated with a catastrophic injury. CorVel's Life Care Plans summarize extensive amounts of medical data and compile it into a comprehensive report for future care requirements, aiding improved outcomes and timely resolution of claims. The Life Care Plans also provide working guidelines and points of reference for the family of a disabled person. Some of the features of the Company's Life Care Planning services include: comprehensive documentation, projecting future care requirements, customized reporting, certified documentation and costs specific to local areas.

### **Disability Management**

CorVel's disability management programs offer a continuum of services for short and long-term disability coverages that advocate an employee's early return to work. Disability management services include absence reporting, disability evaluations, national preferred provider organizations, independent medical examinations, utilization review, medical case management, return to work coordination and integrated reporting.

### **Liability Claims Management**

CorVel also offers liability claims management services that can be sold as a stand-alone service or part of patient management. The Company's services include auto liability, general liability, product liability, personal injury, professional liability and property damage, accidents and weather-related damage. This service includes claims management, adjusting services, litigation management, claims subrogation, and investigations.

### **Auto Claims Management**

Injury claims are one of the largest components of auto indemnity costs. Effective management of these claims and their associated costs, combined with an optimal healthcare management program, helps CorVel's customers reduce claim costs. The Company's auto claims services include national preferred provider organizations, medical bill review, first and third party bill review, first notice of loss, demand packet reviews and reporting and analytics.

## **SYSTEMS AND TECHNOLOGY**

### **Infrastructure and Data Center**

The Company utilizes a Tier III-rated data center as its primary processing site. Redundancy is provided at many levels in power, cooling, and computing resources, with the goal of ensuring maximum uptime and system availability for the Company's production systems. The Company has fully embraced server virtualization and consolidation techniques to push the fault-tolerance of systems even further. These technologies bring increased availability, speed-to-production and scalability.

## **Adoption of Imaging Technologies and Paperless Workflow**

Utilizing scanning and automated data capture processes allows the Company to process incoming paper and electronic claims documents, including medical bills, with less manual handling and which has improved the Company's workflow processes. This has benefited both the Company, in terms of cost-savings, and the Company's customers, in improved savings results. Through the Company's internet portal, [www.caremc.com](http://www.caremc.com), customers can review the bills as soon as they are processed and approve a bill for payment, streamlining the customer's own workflows and expediting the payment process.

## **Redundancy Center**

The Company's national data center is located near Portland, Oregon. The Company has migrated its redundancy center from Fort Worth, Texas to Las Vegas, Nevada. The redundancy center is the Company's backup processing site in the event that the Portland data center suffers catastrophic loss. Currently, the Company's data is continually replicated to Las Vegas in near-real time, so that in the event the Portland data center is offline, the redundancy center can be activated with current information quickly. The Las Vegas data center also hosts duplicates of the Company's websites. The Las Vegas systems are maintained and exercised on a continuous basis as they host demonstration and pilot environments that mirror production, with the goal of ensuring their ongoing readiness.

## **CareMC<sup>SM</sup>**

CareMC ([www.caremc.com](http://www.caremc.com)) has become the application platform for all of the Company's primary service lines and delivers immediate access to customers. CareMC offers customers direct access to the Company's primary services. CareMC allows for electronic communication and reporting between providers, payers, employers and patients. Features of the website include: report an incident/injury, request for service, appointment scheduling, online bill review, claims information management, treatment calendar, medical bill adjudication and automated provider reimbursement.

Through the CareMC Website, users can:

- Request services online;
- Manage files throughout the life of the claim;
- Receive and relay case notes from case managers; and
- Integrate information from multiple claims management sources into one database.

The CareMC website facilitates healthcare transaction processing. Using artificial intelligence techniques, the website provides situation alerts and event triggers, to facilitate prompt and effective decisions. Users of CareMC can quickly see where event outliers are occurring within the claims management process. If costs exceed pre-determined thresholds or activities fall outside expected timelines, decision-makers can be quickly notified. Large amounts of information are consolidated and summarized to help customers focus on the critical issues.

## **Scanning Services**

We continue to leverage our scanning technologies which include scanning, optical character recognition and document management services. We continue to expand our existing office automation service line and all offices are selling scanning and document management. We have added scanning operations to most of the Company's larger offices around the country, designating them "Capture Centers." Our scanning service also offers a web interface ([www.onlinedocumentcenter.com](http://www.onlinedocumentcenter.com)) providing immediate access to documents and data called the Online Document Center (ODC). Secure document review, approval, transaction workflow and archival storage are available at subscription-based pricing.



## **Claims Processing**

We continue to develop our claims system capabilities which fit well with the Company's preference for owning and maintaining our own software assets. Integration projects, some already completed, are underway to present more of this claims-centric information available through the CareMC web portal. The Company's goal is to continue to modernize user interfaces, and to streamline the delivery of this information to our customers, giving more rapid feedback and putting real-time information in the hands of our customers.

## **INDUSTRY, CUSTOMERS AND MARKETING**

CorVel serves a diverse group of customers that include insurers, third party administrators, self-administered employers, government agencies, municipalities, state funds, and numerous other industries. CorVel is able to provide workers' compensation services to virtually any size employer and in any state or region of the United States. No single customer of the Company represented more than 10% of revenues in fiscal 2014, 2015 and 2016. Many claims management decisions in workers' compensation are the responsibility of the local claims office of national or regional insurers. The Company's national branch office network enables the Company to market and offer its services at both a local and national account level. The Company is placing increasing emphasis on national account marketing. The sales and marketing activities of the Company are conducted primarily by account executives located in key geographic areas.

## **COMPETITION AND MARKET CONDITIONS**

The healthcare cost containment industry is competitive and is subject to economic pressures for cost savings and legislative reforms. CorVel's primary competitors in the workers' compensation market include third party administrators, managed care companies, large insurance carriers and numerous independent companies. Many of the Company's competitors are significantly larger and have greater financial and marketing resources than the Company. Moreover, the Company's customers may establish the in-house capability of performing services offered by the Company. If the Company is unable to compete effectively, it will be difficult to add and retain customers, and the Company's business, financial condition and results of operations will be materially and adversely affected.

The past few years have seen acceleration in the technology world, and advancements seem to be progressing at a pace that few, if any, have ever witnessed. The proliferation of smart phones and tablet computers allows the Company's clients to stay connected at any time, from anywhere. This capability provides immediate access and begins to present business opportunities that were previously predicated on a less connected environment. The Company continues to leverage the new wave of technology in order to connect all of the parties involved in the workers' compensation process in ways that were unimaginable in the past. As with general health, the workers compensation line continues to migrate to being a medical management business, with policymakers, employers, and carriers struggling to manage and control the costs of medical care (Source "National Council on Compensation Insurance"). The Company will continue to focus the execution of its strategy to provide industry leading claims management and cost containment solutions to the market.

We are required to be licensed or receive regulatory approval in nearly every state and foreign jurisdiction in which we do business. In addition, most jurisdictions require individuals who engage in claim adjusting and certain other insurance service activities to be personally licensed. These licensing laws and regulations vary from jurisdiction to jurisdiction. In most jurisdictions, licensing laws and regulations generally grant broad discretion to supervisory authorities to adopt and amend regulations and to supervise regulated activities.

## **GOVERNMENT REGULATIONS**

### *General*

Managed healthcare programs for workers' compensation are subject to various laws and regulations. Both the nature and degree of applicable government regulation vary greatly depending upon the specific activities involved. Generally, parties that actually provide or arrange for the provision of healthcare services, assume

financial risk related to the provision of those services or undertake direct responsibility for making payment or payment decisions for those services. These parties are subject to a number of complex regulatory requirements that govern many aspects of their conduct and operations.

In contrast, the management and information services provided by the Company to its customers typically have not been the subject of regulation by the federal government or the states. Since the managed healthcare field is a rapidly expanding and changing industry and the cost of providing healthcare continues to increase, it is possible that the applicable state and federal regulatory frameworks will expand to have a greater impact upon the conduct and operation of the Company's business.

Under the current workers' compensation system, employer insurance or self-funded coverage is governed by individual laws in each of the 50 states and by certain federal laws. The management and information services that make up the Company's managed care program serve markets that have developed largely in response to needs of insurers, employers and large TPAs, and generally have not been mandated by legislation or other government action. On the other hand, the vocational rehabilitation case management marketplace within the workers' compensation system has been dependent upon the laws and regulations within those states that require the availability of specified rehabilitation services for injured workers. Similarly, the Company's fee schedule auditing services address market needs created by certain states' enactment of maximum permissible fee schedules for workers' compensation services. Changes in individual state regulation of workers' compensation may create a greater or lesser demand for some or all of the Company's services or require the Company to develop new or modified services in order to meet the needs of the marketplace and compete effectively in that marketplace.

#### ***Medical Cost Containment Legislation***

Historically, governmental strategies to contain medical costs in the workers' compensation field have been generally limited to legislation on a state-by-state basis. For example, many states have implemented fee schedules that list maximum reimbursement levels for healthcare procedures. In certain states that have not authorized the use of a fee schedule, the Company adjusts bills to the usual and customary levels authorized by the payor. Opportunities for the Company's services could increase if more states legislate additional cost containment strategies. Conversely, the Company would be materially and adversely affected if states elect to reduce the extent of medical cost containment strategies available to insurance carriers and other payors, or adopt other strategies for cost containment that would not support a demand for the Company's services.

#### **SHAREHOLDER RIGHTS PLAN**

During fiscal 1997, the Company's Board of Directors approved the adoption of a Shareholder Rights Plan. The Shareholder Rights Plan provides for a dividend distribution to CorVel stockholders of one preferred stock purchase right for each outstanding share of CorVel's common stock under certain circumstances. In April 2002, the Board of Directors of CorVel approved an amendment to the Shareholder Rights Plan to extend the expiration date of the rights to February 10, 2012, set the exercise price of each right at \$118, and enable Fidelity Management & Research Company and its affiliates to purchase up to 18% of the shares of common stock of the Company without triggering the stockholder rights, with the limitations under the Shareholder Rights Plan remaining in effect for all other stockholders of the Company. In November 2008, the Company's Board of Directors approved an amendment to the Shareholder Rights Plan to extend the expiration date of the rights to February 10, 2022, remove the ability of Fidelity Management & Research Company and its affiliates to purchase up to 18% of the shares of common stock of the Company without triggering the stockholder rights, substitute Computershare Trust Company, N.A. as the rights agent and effect certain technical changes to the Shareholder Rights Plan.

The rights are designed to assure that all shareholders receive fair and equal treatment in the event of any proposed takeover of the Company and to encourage a potential acquirer to negotiate with the Board of Directors prior to attempting a takeover. The rights have an exercise price of \$118 per right, subject to subsequent adjustment. The rights trade with the Company's common stock and will not be exercisable until the occurrence of certain takeover-related events.



Generally, the Shareholder Rights Plan provides that if a person or group acquires 15% or more of the Company's common stock without the approval of the Board, subject to certain exception, the holders of the rights, other than the acquiring person or group, would, under certain circumstances, have the right to purchase additional shares of the Company's common stock having a market value equal to two times the then-current exercise price of the right.

In addition, if the Company is thereafter merged into another entity, or if 50% or more of the Company's consolidated assets or earning power are sold, then the right will entitle its holder to buy common shares of the acquiring entity having a market value equal to two times the then-current exercise price of the right. The Company's Board of Directors may exchange or redeem the rights under certain conditions.

## **EMPLOYEES**

As of March 31, 2016, CorVel had 3,508 employees, including nurses, therapists, counselors and other employees. No employees are represented by any collective bargaining unit. Management believes the Company's relationship with its employees to be good.

## **AVAILABLE INFORMATION**

Copies of our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, and other filings made with the Securities and Exchange Commission, are available free of charge through our Web site (<http://www.corvel.com>, under the Investor section) as soon as reasonably practicable after such reports are electronically filed with, or furnished to, the Securities and Exchange Commission. The inclusion of our Web site address and the address of any of our portals, such as [www.caremc.com](http://www.caremc.com) and [www.onlinedocumentcenter.com](http://www.onlinedocumentcenter.com), in this report does not include or incorporate by reference into this report any information contained on, or accessible through, such Web sites.

## **Item 1A. Risk Factors**

Past financial performance is not necessarily a reliable indicator of future performance, and investors in our common stock should not use historical performance to anticipate results or future period trends. Investing in our common stock involves a high degree of risk. Investors should consider carefully the following risk factors, as well as the other information in this report and our other filings with the Securities and Exchange Commission, including our consolidated financial statements and the related notes, before deciding whether to invest or maintain an investment in shares of our common stock. If any of the following risks actually occurs, our business, financial condition and results of operations would suffer. In this case, the trading price of our common stock would likely decline. The risks described below are not the only ones we face. Additional risks that we currently do not know about or that we currently believe to be immaterial also may impair our business operations.

***If we fail to grow our business internally or through strategic acquisitions we may be unable to execute our business plan, maintain high levels of service or adequately address competitive challenges.***

Our strategy is to continue internal growth and, as strategic opportunities arise in the workers' compensation managed care industry, to consider acquisitions of, or relationships with, other companies in related lines of business. As a result, we are subject to certain growth-related risks, including the risk that we will be unable to retain personnel or acquire other resources necessary to service such growth adequately. Expenses arising from our efforts to increase our market penetration may have a negative impact on operating results. In addition, there can be no assurance that any suitable opportunities for strategic acquisitions or relationships will arise or, if they do arise, that the transactions contemplated could be completed. If such a transaction does occur, there can be no assurance that we will be able to integrate effectively any acquired business. In addition, any such transaction would be subject to various risks associated with the acquisition of businesses, including, but not limited to, the following:

- an acquisition may negatively impact our results of operations because it may require incurring large one-time charges, substantial debt or liabilities; it may require the amortization or write down of amounts related to deferred compensation, goodwill and other intangible assets; or it may cause adverse tax consequences, substantial depreciation or deferred compensation charges;
- we may encounter difficulties in assimilating and integrating the business, technologies, products, services, personnel or operations of companies that are acquired, particularly if key personnel of the acquired company decide not to work for us;
- an acquisition may disrupt ongoing business, divert resources, increase expenses and distract management;
- the acquired businesses, products, services or technologies may not generate sufficient revenue to offset acquisition costs;
- we may have to issue equity or debt securities to complete an acquisition, which would dilute the position of stockholders and could adversely affect the market price of our common stock; and
- the acquisitions may involve the entry into a geographic or business market in which we have little or no prior experience.

There can be no assurance that we will be able to identify or consummate any future acquisitions or other strategic relationships on favorable terms, or at all, or that any future acquisition or other strategic relationship will not have an adverse impact on our business or results of operations. If suitable opportunities arise, we may finance such transactions, as well as internal growth, through debt or equity financing. There can be no assurance, however, that such debt or equity financing would be available to us on acceptable terms when, and if, suitable strategic opportunities arise.

***If we are unable to increase our market share among national and regional insurance carriers and large, self-funded employers, our results may be adversely affected.***

Our business strategy and future success depend in part on our ability to capture market share with our cost containment services as national and regional insurance carriers and large, self-funded employers look for ways to achieve cost savings. We cannot assure you that we will successfully market our services to these insurance carriers and employers or that they will not resort to other means to achieve cost savings. Additionally, our ability to capture additional market share may be adversely affected by the decision of potential customers to perform services internally instead of outsourcing the provision of such services to us. Furthermore, we may not be able to demonstrate sufficient cost savings to potential or current customers to induce them not to provide comparable services internally or to accelerate efforts to provide such services internally.

***If competition increases, our growth and profits may decline.***

The markets for our network services and patient management services are also fragmented and competitive. Our competitors include national managed care providers, preferred provider networks, smaller independent providers and insurance companies. Companies that offer one or more workers' compensation managed care services on a national basis are our primary competitors. We also compete with many smaller vendors who generally provide unbundled services on a local level, particularly companies with an established relationship with a local insurance company adjuster. In addition, several large workers' compensation insurance carriers offer managed care services for their customers, either by performance of the services in-house or by outsourcing to organizations like ours. If these carriers increase their performance of these services in-house, our business may be adversely affected. In addition, consolidation in the industry may result in carriers performing more of such services in-house.

***Our sequential revenue may not increase and may decline. As a result, we may fail to meet or exceed the expectations of investors or analysts which could cause our common stock price to decline.***

Our sequential revenue growth may not increase and may decline in the future as a result of a variety of factors, many of which are outside of our control. If changes in our sequential revenue fall below the expectations of investors or analysts, the price of our common stock could decline substantially. Fluctuations or declines in sequential revenue growth may be due to a number of factors, including, but not limited to, those listed below and identified throughout this "Risk Factors" section: the decline in manufacturing employment, the decline in workers' compensation claims, the decline in healthcare expenditures, the considerable price competition in a flat-to-declining workers' compensation market, litigation, the increase in competition, and the changes and the potential changes in state workers' compensation and automobile-managed care laws which can reduce demand for our services. These factors create an environment where revenue and margin growth is more difficult to attain and where revenue growth is less certain than historically experienced. Additionally, our technology and preferred provider network face competition from companies that have more resources available to them than we do. Also, some customers may handle their managed care services in-house and may reduce the amount of services which are outsourced to managed care companies such as CorVel. These factors could cause the market price of our common stock to fluctuate substantially. There can be no assurance that our growth rate in the future, if any, will be at or near historical levels.

In addition, the stock market has in the past experienced price and volume fluctuations that have particularly affected companies in the healthcare and managed care markets resulting in changes in the market price of the stock of many companies, which may not have been directly related to the operating performance of those companies.

Due to the foregoing factors, and the other risks discussed in this report, investors should not rely on period-to-period comparisons of our results of operations as an indication of our future performance.

***The market price and trading volume of our common stock may be volatile, which could result in rapid and substantial losses for our stockholders.***

The market price of our common stock may be highly volatile and could be subject to wide fluctuations. In addition, the trading volume in our common stock may fluctuate and cause significant price variations to occur. The stock market has in the past experienced price and volume fluctuations that have particularly affected companies in the healthcare and managed care markets resulting in changes in the market price of the stock of many companies, which may not have been directly related to the operating performance of those companies. We cannot assure you that the market price of our common stock will not fluctuate or decline significantly in the future.

***We cannot assure our stockholders that our stock repurchase program will enhance long-term stockholder value and stock repurchases, if any, could increase the volatility of the price of our common stock and will diminish our cash reserves.***

In 1996, our Board of Directors authorized a stock repurchase program and has periodically increased the number of shares authorized for repurchase under the repurchase program. The most recent increase occurred in November 2015 and brought the number of shares authorized for repurchase over the life of the program to 35,000,000 shares. There is no expiration date for the repurchase program. The timing and actual number of shares repurchased, if any, depend on a variety of factors including the timing of open trading windows, price, corporate and regulatory requirements, and other market conditions. The program may be suspended or discontinued at any time without prior notice. Repurchases pursuant to our stock repurchase program could affect our stock price and increase its volatility. The existence of a stock repurchase program could also cause our stock price to be higher than it would be in the absence of such a program and could potentially reduce the market liquidity for our stock. Additionally, repurchases under our stock repurchase program will diminish our cash reserves, which could impact our ability to pursue possible future strategic opportunities and acquisitions and could result in lower overall returns on our cash balances. There can be no assurance that any further stock repurchases will enhance stockholder value because the market price of our common stock may decline below the levels at which we repurchased shares of stock. Although our stock repurchase program is intended to enhance long-term stockholder value, short-term stock price fluctuations could reduce the program's effectiveness.

***If the referrals for our patient management services decline, our business, financial condition and results of operations would be materially adversely affected.***

In some years, we have experienced a general decline in the revenue and operating performance of patient management services. We believe that the performance decline has been due to the following factors: the decrease of the number of workplace injuries that have become longer-term disability cases; increased regional and local competition from providers of managed care services; a possible reduction by insurers on the types of services provided by our patient management business; the closure of offices and continuing consolidation of our patient management operations; and employee turnover, including management personnel, in our patient management business. In the past, these factors have all contributed to the lowering of our long-term outlook for our patient management services. If some or all of these conditions continue, we believe that the performance of our patient management revenues could decrease.

***Declines in workers' compensation claims may materially harm our results of operations.***

Within the past few years, the economy has performed below historical averages which leads to fewer workers on a national level and could lead to fewer work-related injuries. If declines in workers' compensation costs occur in many states and persist over the long-term, it would have a material adverse impact on our business, financial condition and results of operations.

We provide an outsource service to payors of workers' compensation and auto healthcare benefits. These payors include insurance companies, TPAs, municipalities, state funds, and self-insured, self-administered employers. If these payors reduce the amount of work they outsource, our results of operations would be materially adversely affected.

***Healthcare providers are becoming increasingly resistant to the application of certain healthcare cost containment techniques; this may cause revenue from our cost containment operations to decrease.***

Healthcare providers have become more active in their efforts to minimize the use of certain cost containment techniques and are engaging in litigation to avoid application of certain cost containment practices. Recent litigation between healthcare providers and insurers has challenged certain insurers' claims adjudication and reimbursement decisions. Although these lawsuits do not directly involve us or any services we provide, these cases may affect the use by insurers of certain cost containment services that we provide and may result in a decrease in revenue from our cost containment business.

***Our failure to compete successfully could make it difficult for us to add and retain customers and could reduce or impede the growth of our business.***

We face competition from PPOs, TPAs and other managed healthcare companies. We believe that as managed care techniques continue to gain acceptance in the workers' compensation marketplace, our competitors will increasingly consist of nationally-focused workers' compensation managed care service companies, insurance companies, HMOs and other significant providers of managed care products. Legislative reform in some states has been considered, but not enacted to permit employers to designate health plans such as HMOs and PPOs to cover workers' compensation claimants. Because many health plans have the ability to manage medical costs for workers' compensation claimants, such legislation may intensify competition in the markets served by us. Many of our current and potential competitors are significantly larger and have greater financial and marketing resources than we do, and there can be no assurance that we will continue to maintain our existing customers, our past level of operating performance or be successful with any new products or in any new geographical markets we may enter.

***A breach of security may cause our customers to curtail or stop using our services.***

We rely largely on our own security systems, confidentiality procedures and employee nondisclosure agreements to maintain the privacy and security of our Company's and our customers' proprietary information. Accidental or willful security breaches or other unauthorized access by third parties to our information systems, the existence of computer viruses in our data or software and misappropriation of our proprietary information could expose us to a risk of information loss, litigation and other possible liabilities which may have a material adverse effect on our business, financial condition and results of operations. If security measures are breached because of third-party action, employee error, malfeasance or otherwise, or if design flaws in our software are exposed and exploited, and, as a result, a third party obtains unauthorized access to any customer data, our relationships with our customers and our reputation will be damaged, our business may suffer and we could incur significant liability. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures.

***Exposure to possible litigation and legal liability may adversely affect our business, financial condition and results of operations.***

We, through our utilization management services, make recommendations concerning the appropriateness of providers' medical treatment plans of patients throughout the country, and as a result, could be exposed to claims for adverse medical consequences. We do not grant or deny claims for payment of benefits and we do not believe that we engage in the practice of medicine or the delivery of medical services. There can be no assurance, however, that we will not be subject to claims or litigation related to the authorization or denial of claims for payment of benefits or allegations that we engage in the practice of medicine or the delivery of medical services.

In addition, there can be no assurance that we will not be subject to other litigation that may adversely affect our business, financial condition or results of operations, including but not limited to being joined in litigation brought against our customers in the managed care industry. We maintain professional liability insurance and such other coverages as we believe are reasonable in light of our experience to date. If such insurance is insufficient or unavailable in the future at reasonable cost to protect us from liability, our business, financial condition or results of operations could be adversely affected.

***If lawsuits against us are successful, we may incur significant liabilities.***

We provide to insurers and other payors of healthcare costs managed care programs that utilize preferred provider organizations and computerized bill review programs. Health care providers have brought, against us and our customers, individual and class action lawsuits challenging such programs. If such lawsuits are successful, we may incur significant liabilities.

We make recommendations about the appropriateness of providers' proposed medical treatment plans for patients throughout the country. As a result, we could be subject to claims arising from any adverse medical consequences. Although plaintiffs have not to date subjected us to any claims or litigation relating to the granting or denial of claims for payment of benefits or allegations that we engage in the practice of medicine or the delivery of medical services, we cannot assure you that plaintiffs will not make such claims in future litigation. We also cannot assure you that our insurance will provide sufficient coverage or that insurance companies will make insurance available at a reasonable cost to protect us from significant future liability.

***If the utilization by healthcare payors of early intervention services continues to increase, the revenue from our later-stage network and healthcare management services could be negatively affected.***

The performance of early intervention services, including injury occupational healthcare, first notice of loss, and telephonic case management services, often result in a decrease in the average length of, and the total costs associated with, a healthcare claim. By successfully intervening at an early stage in a claim, the need for additional cost containment services for that claim often can be reduced or even eliminated. As healthcare payors continue to increase their utilization of early intervention services, the revenue from our later stage network and healthcare management services will decrease.

***An interruption in our ability to access critical data may cause customers to cancel their service and/or may reduce our ability to effectively compete.***

Certain aspects of our business are dependent upon our ability to store, retrieve, process and manage data and to maintain and upgrade our data processing capabilities. Interruption of data processing capabilities for any extended length of time, loss of stored data, programming errors or other system failures could cause customers to cancel their service and could have a material adverse effect on our business and results of operations.

In addition, we expect that a considerable amount of our future growth will depend on our ability to process and manage claims data more efficiently and to provide more meaningful healthcare information to customers and payors of healthcare. There can be no assurance that our current data processing capabilities will be adequate for our future growth, that we will be able to efficiently upgrade our systems to meet future demands, or that we will be able to develop, license or otherwise acquire software to address these market demands as well or as timely as our competitors.

***We face competition for staffing, which may increase our labor costs and reduce profitability.***

We compete with other healthcare providers in recruiting qualified management and staff personnel for the day-to-day operations of our business, including nurses and other case management professionals. In some markets, the scarcity of nurses and other medical support personnel has become a significant operating issue to healthcare providers. This shortage may require us to enhance wages to recruit and retain qualified nurses and



other healthcare professionals. Our failure to recruit and retain qualified management, nurses and other healthcare professionals, or to control labor costs could have a material adverse effect on profitability.

***The increased costs of professional and general liability insurance may have an adverse effect on our profitability.***

The cost of commercial professional and general liability insurance coverage has risen significantly in the past several years, and this trend may continue. In addition, if we were to suffer a material loss, our costs may increase over and above the general increases in the industry. If the costs associated with insuring our business continue to increase, it may adversely affect our business. We believe our current level of insurance coverage is adequate for a company of our size engaged in our business. Additionally, we may have difficulty getting carriers to pay under coverage in certain circumstances.

***Changes in government regulations could increase our costs of operations and/or reduce the demand for our services.***

Many states, including a number of those in which we transact business, have licensing and other regulatory requirements applicable to our business. Approximately half of the states have enacted laws that require licensing of businesses which provide medical review services such as ours. Some of these laws apply to medical review of care covered by workers' compensation. These laws typically establish minimum standards for qualifications of personnel, confidentiality, internal quality control and dispute resolution procedures. These regulatory programs may result in increased costs of operation for us, which may have an adverse impact upon our ability to compete with other available alternatives for healthcare cost control. In addition, new laws regulating the operation of managed care provider networks have been adopted by a number of states. These laws may apply to managed care provider networks having contracts with us or to provider networks which we may organize. To the extent we are governed by these regulations, we may be subject to additional licensing requirements, financial and operational oversight and procedural standards for beneficiaries and providers.

Regulation in the healthcare and workers' compensation fields is constantly evolving. We are unable to predict what additional government initiatives, if any, affecting our business may be promulgated in the future. Our business may be adversely affected by failure to comply with existing laws and regulations, failure to obtain necessary licenses and government approvals or failure to adapt to new or modified regulatory requirements. Proposals for healthcare legislative reforms are regularly considered at the federal and state levels. To the extent that such proposals affect workers' compensation, such proposals may adversely affect our business, financial condition and results of operations.

In addition, changes in workers' compensation, auto and managed health care laws or regulations may reduce demand for our services, require us to develop new or modified services to meet the demands of the marketplace or reduce the fees that we may charge for our services.

***The introduction of software products incorporating new technologies and the emergence of new industry standards could render our existing software products less competitive, obsolete or unmarketable.***

There can be no assurance that we will be successful in developing and marketing new software products that respond to technological changes or evolving industry standards. If we are unable, for technological or other reasons, to develop and introduce new software products cost-effectively, in a timely manner and in response to changing market conditions or customer requirements, our business, results of operations and financial condition may be adversely affected.

Developing or implementing new or updated software products and services may take longer and cost more than expected. We rely on a combination of internal development, strategic relationships, licensing and acquisitions to develop our software products and services. The cost of developing new healthcare information

services and technology solutions is inherently difficult to estimate. Our development and implementation of proposed software products and services may take longer than originally expected, require more testing than originally anticipated and require the acquisition of additional personnel and other resources. If we are unable to develop new or updated software products and services cost-effectively on a timely basis and implement them without significant disruptions to the existing systems and processes of our customers, we may lose potential sales and harm our relationships with current or potential customers.

***The failure to attract and retain qualified or key personnel may prevent us from effectively developing, marketing, selling, integrating and supporting our services.***

We are dependent, to a substantial extent, upon the continuing efforts and abilities of certain key management personnel. In addition, we face competition for experienced employees with professional expertise in the workers' compensation managed care area. The loss of key personnel, especially V. Gordon Clemons, Sr., our Chairman, President, and Chief Executive Officer, or the inability to attract qualified employees, could have a material unfavorable effect on our business and results of operations.

***If we lose several customers in a short period, our results may be materially adversely affected.***

Our results may decline if we lose several customers during a short period. Most of our customer contracts permit either party to terminate without cause. If several customers terminate, or do not renew or extend their contracts with us, our results could be materially and adversely affected. Many organizations in the insurance industry have consolidated and this could result in the loss of one or more of our customers through a merger or acquisition. Additionally, we could lose customers due to competitive pricing pressures or other reasons.

***We are subject to risks associated with acquisitions of intangible assets.***

Our acquisition of other businesses may result in significant increases in our intangible assets and goodwill. We regularly evaluate whether events and circumstances have occurred indicating that any portion of our intangible assets and goodwill may not be recoverable. When factors indicate that intangible assets and goodwill should be evaluated for possible impairment, we may be required to reduce the carrying value of these assets. We cannot currently estimate the timing and amount of any such charges.

***If we are unable to leverage our information systems to enhance our outcome-driven service model, our results may be adversely affected.***

To leverage our knowledge of workplace injuries, treatment protocols, outcomes data, and complex regulatory provisions related to the workers' compensation market, we must continue to implement and enhance information systems that can analyze our data related to the workers' compensation industry. We frequently upgrade existing operating systems and are updating other information systems that we rely upon in providing our services and financial reporting. We have detailed implementation schedules for these projects that require extensive involvement from our operational, technological and financial personnel. Delays or other problems we might encounter in implementing these projects could adversely affect our ability to deliver streamlined patient care and outcome reporting to our customers.

***Our Internet-based services are dependent on the development and maintenance of the Internet infrastructure.***

The Internet has experienced a variety of outages and other delays as a result of damages to portions of its infrastructure, and it could face outages and delays in the future. These outages and delays could reduce the level of Internet usage, as well as the availability of the Internet to us for delivery of our Internet-based services. In addition, our customers who use our Web-based services depend on Internet service providers, online service providers and other website operators for access to our website. All of these providers have experienced



significant outages in the past and could experience outages, delays and other difficulties in the future due to system failures unrelated to our systems. Any significant interruptions in our services or increases in response time could result in a loss of potential or existing users, and, if sustained or repeated, could reduce the attractiveness of our services.

***We are sensitive to regional weather conditions that may adversely affect our operations.***

Our operations are directly affected in the short term by the weather conditions in certain regions of operation. Therefore our business is sensitive to the weather conditions of these regions. Unusually inclement weather, including significant rain, snow, sleet, freezing rain or ice can temporarily affect our operations if clients are forced to close operational centers. Accordingly, our operating results may vary from quarter to quarter, depending on the impact of these weather conditions.

***Natural and other disasters may adversely affect our business.***

We may be vulnerable to damage from severe weather conditions or natural disasters, including hurricanes, fires, floods, earthquakes, power loss, communications failures and similar events, including the effects of war or acts of terrorism. If a disaster were to occur, our ability to operate our business could be seriously or completely impaired or destroyed. The insurance we maintain may not be adequate to cover our losses resulting from disasters or other business interruptions.

**Item 1B. *Unresolved Staff Comments***

None.

**Item 2. *Properties.***

The Company's principal executive office is located in Irvine, California in approximately 13,000 square feet of leased space. The lease expires in January 2020. The Company leases approximately 87 branch offices in 43 states, which range in size from 200 square feet up to 94,000 square feet. The lease terms for the branch offices range from monthly to ten years and expire at various dates through 2023. The Company believes that its facilities are adequate for its current needs and that suitable additional space will be available as required.

**Item 3. *Legal Proceedings.***

The Company is involved in litigation arising in the normal course of business. Management believes that resolution of these matters will not result in any payment that, in the aggregate, would be material to the financial position or results of the operations of the Company.

**Item 4. *Mine Safety Disclosures.***

Not applicable.

## PART II

### Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.*

#### Market Information

The Company's common stock is traded on the NASDAQ Global Select Market under the symbol CRVL. The quarterly high and low per share sales prices for the Company's common stock for fiscal years 2015 and 2016 as reported by NASDAQ are set forth below for the periods indicated. These prices represent prices among dealers, do not include retail markups, markdowns or commissions, and may not represent actual transactions.

	High	Low
<b>Fiscal Year Ended March 31, 2015:</b>		
Quarter Ended June 30, 2014:	\$52.63	\$42.18
Quarter Ended September 30, 2014:	47.21	28.08
Quarter Ended December 31, 2014:	38.34	31.47
Quarter Ended March 31, 2015:	37.93	31.91
<b>Fiscal Year Ended March 31, 2016:</b>		
Quarter Ended June 30, 2015:	\$39.29	\$31.13
Quarter Ended September 30, 2015:	34.62	29.27
Quarter Ended December 31, 2015:	46.20	30.61
Quarter Ended March 31, 2016:	46.92	38.64

*Holdings.* As of June 3, 2016, there were approximately 1,038 holders of record of the Company's common stock according to the information provided by the Company's transfer agent.

*Dividends.* The Company has never paid any cash dividends on its common stock and has no current plans to do so in the foreseeable future. The Company intends to retain future earnings, if any, for use in the Company's business. The payment of any future dividends on its common stock will be determined by the Board of Directors in light of conditions then existing, including the Company's earnings, financial condition and requirements, restrictions in financing agreements, business conditions and other factors.

*Unregistered Sales of Equity Securities.* None.

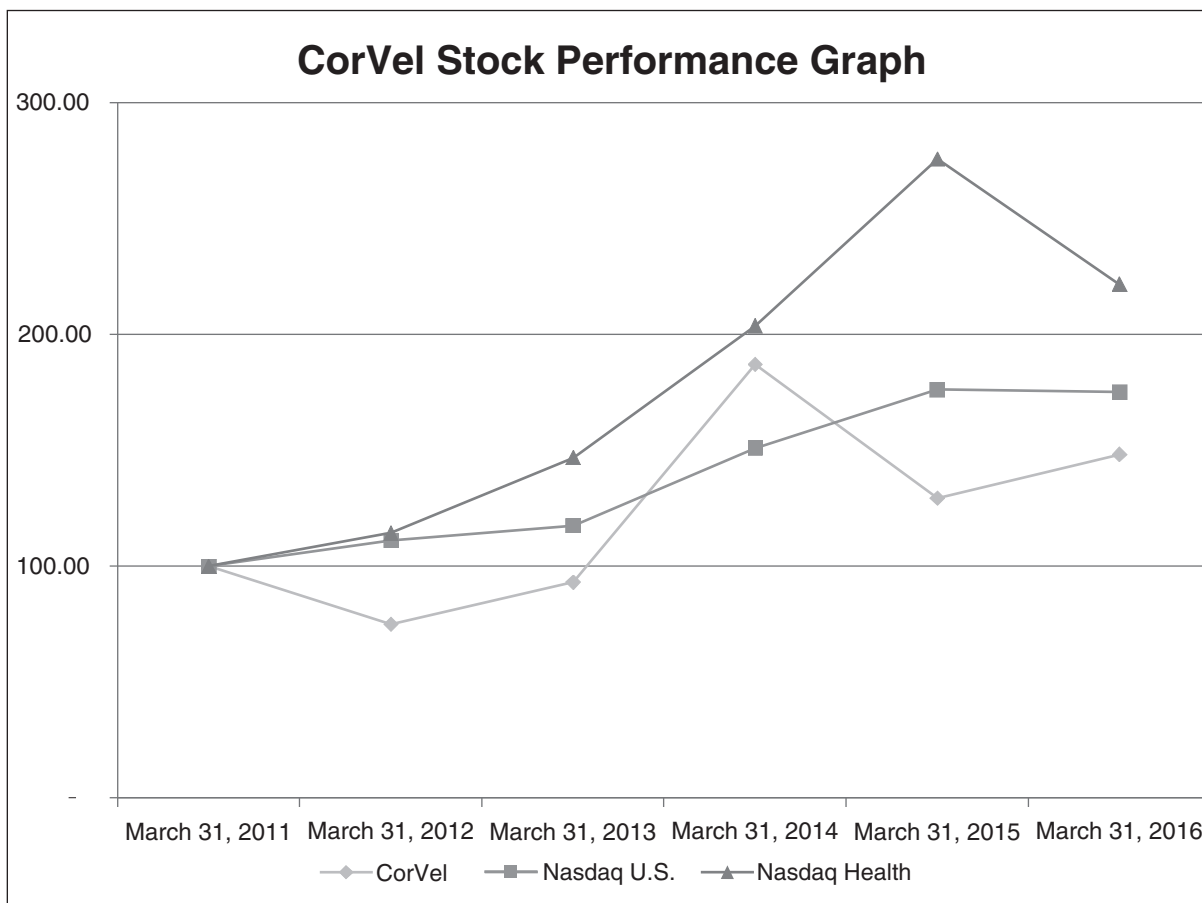
*Issuer Purchases of Equity Securities:* The following table summarizes purchases of the Company's common stock made by or on behalf of the Company for the quarter ended March 31, 2016 pursuant to a publicly announced plan.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Number of Shares that may yet be Purchased Under the Program
January 1 to January 31, 2016	42,569	\$43.42	42,569	1,182,409
February 1 to February 29, 2016	41,596	43.19	41,596	1,140,813
March 1 to March 31, 2016	27,072	40.59	27,072	1,113,741
Total	111,237	\$42.65	111,237	1,113,741

In 1996, the Company's Board of Directors authorized a stock repurchase program initially for up to 100,000 shares of the Company's common stock. The Company's Board of Directors has periodically increased the number of shares of common stock authorized for repurchase under the program. In November 2015, the Company's Board of Directors increased the number of shares of common stock authorized to be repurchased over the life of the plan by 1,000,000 shares of common stock to 35,000,000 shares of common stock. As of March 31, 2016, the Company has repurchased 33,886,259 shares of its common stock over the life of the program. There is no expiration date for the plan.

## STOCK PERFORMANCE GRAPH

The graph depicted below shows a comparison of cumulative total stockholder returns for the Company, the NASDAQ and the NASDAQ Health Services Index over a five year period beginning on March 31, 2011. The data depicted on the graph are as set forth in the chart below the graph. The graph assumes that \$100 was invested in the Company's Common Stock on March 31, 2011, and in each index, and that all dividends were reinvested. No cash dividends have been paid or declared on the Common Stock. Stockholder returns over the indicated period should not be considered indicative of future stockholder returns.



	2011	2012	2013	2014	2015	2016
CorVel Corporation	100.00	75.01	93.06	187.14	129.41	148.25
U.S. NASDAQ	100.00	111.16	117.49	150.98	176.22	175.11
U.S. NASDAQ Healthcare Services	100.00	114.36	146.82	203.76	275.69	221.74

Notwithstanding anything to the contrary set forth in any of our previous filings made under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, that might incorporate future filings made by us under those statutes, neither the preceding Stock Performance Graph, nor the information relating to it, is "soliciting material" or is "filed" or is to be incorporated by reference into any such prior filings, nor shall such graph or information be incorporated by reference into any future filings made by us under those statutes.

**Item 6. *Selected Financial Data.***

The selected consolidated financial data of the Company appears in a separate section of this Annual Report on Form 10-K immediately preceding the Management's Discussion and Analysis of Financial Condition and Results of Operations section and is incorporated herein by this reference.

**Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations.***

Management's Discussion and Analysis of Financial Condition and Results of Operations appears in a separate section of this Annual Report on Form 10-K and is incorporated herein by this reference.

**Item 7A. *Quantitative and Qualitative Disclosures About Market Risk.***

As of March 31, 2016, the Company held no market risk sensitive instruments for trading purposes and the Company did not employ any derivative financial instruments, other financial instruments, or derivative commodity instruments to hedge any market risk.

**Item 8. *Financial Statements and Supplementary Data.***

The Company's consolidated financial statements, as listed under Item 15, appear in a separate section of this Annual Report on Form 10-K and are incorporated herein by this reference. The financial statement schedule is included below under Item 15(a) (2).

**Item 9. *Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.***

None.

**Item 9A. *Controls and Procedures.***

**Evaluation of Disclosure Controls and Procedures**

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of March 31, 2016, our disclosure controls and procedures were effective in ensuring that information required to be disclosed by us in the reports filed or submitted by us under the Exchange Act is (i) recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms and (ii) accumulated and communicated to our management, including our principal executive and principal accounting officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

**Management's Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining a system of internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of our financial reporting and preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. Internal control over financial reporting includes maintaining records that in reasonable detail accurately and fairly reflect our transactions; providing reasonable assurance that transactions are recorded as necessary for preparation of our financial statements in accordance with accounting principles generally accepted in the United States of America; providing reasonable assurance that our receipts and expenditures are made in accordance with authorizations of our management and directors; and providing reasonable assurance that unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements would be prevented or detected on a timely basis.

Management conducted an assessment of the effectiveness of our internal control over financial reporting based on the framework set forth by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) in the 2013 *Internal Control — Integrated Framework* (“2013 COSO framework”). Based on this assessment, our management concluded that our internal control over financial reporting was effective as of March 31, 2016 to provide reasonable assurance regarding the reliability of financial reporting and preparation of financial statements for external reporting purposes in accordance with accounting principles generally accepted in the United States of America.

Our independent registered public accounting firm, Haskell & White LLP, has issued an audit report on the effectiveness of our internal control over financial reporting as of March 31, 2016 as stated in their report that is included in Part II, Item 8 herein.

#### **Changes to Internal Control over Financial Reporting**

During the quarter ended March 31, 2016, there were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Item 9B. Other Information.**

None.

### **PART III**

#### ***Item 10. Directors, Executive Officers and Corporate Governance.***

The information in the sections titled “Proposal One: Election of Directors,” “Corporate Governance, Board Composition and Board Committees,” “Executive Officers of CorVel,” and “Section 16(a) Beneficial Ownership Reporting Compliance” appearing in the Company’s Definitive Proxy Statement for the 2016 Annual Meeting of Stockholders is incorporated herein by reference.

The Board of Directors has adopted a code of ethics and business conduct that applies to all of the Company’s employees, officers and directors. The full text of the Company’s code of ethics and business conduct is posted on the Company’s web site at [www.corvel.com](http://www.corvel.com) under the “Investor Relations” section. The Company intends to disclose future amendments to certain provisions of the Company’s code of ethics and business conduct, or waivers of such provisions, applicable to the Company’s directors and executive officers, at the same location on the Company’s web site identified above. The inclusion of the Company’s web site address in this report does not include or incorporate by reference the information on the Company’s web site into this report.

#### ***Item 11. Executive Compensation.***

The information in the sections titled “Executive Compensation,” “Compensation Discussion and Analysis,” “Compensation Committee Interlocks and Insider Participation,” “Compensation Committee Report,” and “Compensation of Directors,” appearing in the Company’s Definitive Proxy Statement for the 2016 Annual Meeting of Stockholders is incorporated herein by reference.

#### ***Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.***

The information in the sections titled “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matter” and “Equity Compensation Plan Information” appearing in the Company’s Definitive Proxy Statement for the 2016 Annual Meeting of Stockholders is incorporated herein by reference.

#### ***Item 13. Certain Relationships and Related Party Transactions, and Director Independence.***

The information in the sections titled “Certain Relationships and Related Person Transactions,” “Proposal One: Election of Directors,” and “Corporate Governance, Board Composition and Board Committees” appearing in the Company’s Definitive Proxy Statement for the 2016 Annual Meeting of Stockholders is incorporated herein by reference.

#### ***Item 14. Principal Accounting Fees and Services.***

The information under the captions “Principal Accountant Fees and Services,” “Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services of Independent Auditors” and “Ratification of Appointment of Independent Auditors” appearing in the Company’s Definitive Proxy Statement for the 2016 Annual Meeting of Stockholders is incorporated herein by reference.

## PART IV

### **Item 15. Exhibits, Financial Statement Schedules.**

#### **(a)(1) Financial Statements:**

The Company's financial statements appear in a separate section of this Annual Report on Form 10-K beginning on the pages referenced below:

	<u>Page</u>
Report of Independent Registered Public Accounting Firm	47
Consolidated Income Statements for the Fiscal Years Ended March 31, 2014, 2015, and 2016	49
Consolidated Balance Sheets as of March 31, 2015 and 2016	50
Consolidated Statements of Stockholders' Equity for the Fiscal Years Ended March 31, 2014, 2015, and 2016	51
Consolidated Statements of Cash Flows for the Fiscal Years Ended March 31, 2014, 2015, and 2016	52
Notes to Consolidated Financial Statements	53

#### **(2) Financial Statement Schedule:**

The Company's consolidated financial statements, as listed under Item 15(a) (1), appear in a separate section of this Annual Report on Form 10-K. The Company's financial statement schedule is as follows:

### **Schedule II — Valuation and Qualifying Accounts**

	<b>Balance at Beginning of Year</b>	<b>Additions Charged to Cost and Expenses</b>	<b>Deductions</b>	<b>Balance at End of Year</b>
<b>Allowance for doubtful accounts:</b>				
Fiscal Year Ended March 31, 2016:	\$1,645,000	\$1,357,000	\$(1,181,000)	\$1,821,000
Fiscal Year Ended March 31, 2015:	1,745,000	1,730,000	(1,830,000)	1,645,000
Fiscal Year Ended March 31, 2014:	2,295,000	1,332,000	(1,882,000)	1,745,000

**(3) Exhibits:**

**EXHIBITS**

<u>Exhibit No.</u>	<u>Title</u>	<u>Method of Filing</u>
3.1	Amended and Restated Certificate of Incorporation of the Company	Incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on August 10, 2011.
3.2	Amended and Restated Bylaws of the Company	Incorporated herein by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2006 filed on August 14, 2006.
3.3	Certificate of Designation Increasing the Number of Shares of Series A Junior Participating Preferred Stock	Incorporated herein by reference to Exhibit 3.1 to the Company's Form 8-K filed on November 24, 2008.
4.1	Second Amended and Restated Preferred Shares Rights Agreement, dated as of November 17, 2008, by and between CorVel Corporation and Computershare Trust Company, N.A., including the original Certificate of Designation, the Certificate of Designation Increasing the Number of Shares, the form of Right Certificate (as amended) and the Summary of Rights (as amended) attached thereto as Exhibits A-1, A-2, A-3, B and C, respectively	Incorporated herein by reference to Exhibit 4.1 to the Company's Form 8-K filed on November 24, 2008.
10.1*	Nonqualified Stock Option Agreement between V. Gordon Clemons, Sr., the Company and North Star together with all amendments and addendums thereto	Incorporated herein by reference to Exhibit 10.6 to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.2*	Supplementary Agreement between V. Gordon Clemons, Sr., the Company and North Star	Incorporated herein by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.3*	Amendment to Supplementary Agreement between V. Gordon Clemons, Sr., the Company and North Star	Incorporated herein by reference to Exhibit 10.5 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1992 filed on June 29, 1992.
10.4*	Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan)	Incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015 filed on November 5, 2015.



<u>Exhibit No.</u>	<u>Title</u>	<u>Method of Filing</u>
10.5*	Forms of Notice of Grant of Stock Option, Stock Option Agreement and Notice of Exercise Under the Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option)	Incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2006 filed on November 9, 2006, Exhibits 10.7, 10.8 and 10.9 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1994 filed on June 29, 1994, Exhibits 99.2, 99.3, 99.4, 99.5, 99.6, 99.7 and 99.8 to the Company's Registration Statement on Form S-8 (File No. 333-94440) filed on July 10, 1995, and Exhibits 99.3 and 99.5 to the Company's Registration Statement on Form S-8 (File No. 333-58455) filed on July 2, 1998.
10.6*	Employment Agreement of V. Gordon Clemons, Sr.	Incorporated herein by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.7*	Restated 1991 Employee Stock Purchase Plan, as amended	Incorporated herein by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015 filed on November 5, 2015.
10.8	Fidelity Master Plan for Savings and Investment, and amendments	Incorporated herein by reference to Exhibits 10.16 and 10.16A to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.9	Second Amended and Restated Preferred Shares Rights Agreement, dated as of November 17, 2008, by and between CorVel Corporation and Computershare Trust Company, N.A., including the original Certificate of Designation, the Certificate of Designation Increasing the Number of Shares, the form of Rights Certificate (as amended) and the Summary of Rights (as amended) attached thereto as Exhibits A-1, A-2, A-3, B and C, respectively	Incorporated herein by reference to Exhibit 4.1 to the Company's Form 8-K filed on November 24, 2008.
10.10	Credit Agreement dated May 28, 2009 by and between CorVel Corporation and Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.16 to the Company's Current Report on Form 8-K filed on June 4, 2009.
10.11	Revolving Line of Credit Note dated May 28, 2009 by CorVel Corporation in favor of Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.17 to the Company's Current Report on Form 8-K filed on June 4, 2009.
10.12	First Amendment to Credit Agreement dated June 2, 2010 by and between CorVel Corporation and Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 7, 2010.

<u>Exhibit No.</u>	<u>Title</u>	<u>Method of Filing</u>
10.13	Revolving Line of Credit Note dated June 2, 2010 by CorVel Corporation in favor of Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 7, 2010.
10.14*	Stock Option Agreement dated December 6, 2010 between the company and Diane J. Blaha, providing performance vesting.	Incorporated herein by reference to Exhibit 10.32 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2014 filed on June 12, 2014.
10.15	Second Amendment to Credit Agreement dated September 1, 2011 by and between CorVel Corporation and Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 31, 2011.
10.16	Revolving Line of Credit Note dated September 1, 2011 by CorVel Corporation in favor of Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on August 31, 2011.
10.17*†	Stock option agreement dated November 3, 2011, between the Company and Diane J. Blaha, providing performance vesting.	Incorporated herein by references to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2015 filed on June 11, 2015.
10.18	Third Amendment to Credit Agreement dated September 1, 2012 by and between CorVel Corporation and Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 7, 2012.
10.19	Revolving Line of Credit Note dated September 1, 2012 by CorVel Corporation in favor of Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 7, 2012.
10.20*†	Stock option agreement dated March 1, 2013, between the Company and V. Gordon Clemons, Sr., providing performance vesting.	Refiled herewith.
10.21*†	Stock option agreement dated March 1, 2013, between the Company and Scott McCloud, providing performance vesting.	Refiled herewith.
10.22*†	Stock option agreement dated March 1, 2013, between the Company and Donald C. McFarlane, providing performance vesting.	Refiled herewith.
10.23*†	Stock option agreement dated March 1, 2013, between the Company and Diane J. Blaha, providing performance vesting.	Refiled herewith.
10.24	Fourth Amendment to Credit Agreement dated September 1, 2013 by and between CorVel Corporation and Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 5, 2013.

<u>Exhibit No.</u>	<u>Title</u>	<u>Method of Filing</u>
10.25	Revolving Line of Credit Note dated September 1, 2013 by CorVel Corporation in favor of Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 5, 2013.
10.26*†	Stock option agreement dated November 4, 2013, between the Company and Scott McCloud, providing performance vesting.	Refiled herewith.
10.27*†	Stock option agreement dated November 4, 2013, between the Company and Donald C. McFarlane, providing performance vesting.	Refiled herewith.
10.28*†	Stock option agreement dated November 4, 2013, between the Company and Diane J. Blaha, providing performance vesting.	Refiled herewith.
10.29*†	Stock option agreement dated November 4, 2013, between the Company and Richard J. Schweppe, providing performance vesting.	Refiled herewith.
10.30*†	Stock option agreement dated March 1, 2013, between the Company and Richard J. Schweppe, providing performance vesting.	Refiled herewith
10.31	Fifth Amendment to Credit Agreement dated September 1, 2014 by and between CorVel Corporation and Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 5, 2014.
10.32	Revolving Line of Credit Note dated September 1, 2014 by CorVel Corporation in favor of Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 5, 2014.
10.33*†	Stock option agreement dated November 10, 2014, between the Company and Richard J. Schweppe, providing performance vesting.	Refiled herewith.
10.34*†	Stock option agreement dated November 10, 2014, between the Company and Diane J. Blaha, providing performance vesting.	Refiled herewith.
10.35	Sixth Amendment to Credit Agreement dated September 1, 2015 by and between CorVel Corporation and Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 4, 2015.
10.36	Revolving Line of Credit Note dated September 1, 2015 by CorVel Corporation in favor of Wells Fargo Bank, National Association.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 4, 2015.
10.37*†	Stock option agreement dated November 10, 2015, between the Company and Richard J. Schweppe, providing performance vesting.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 12, 2015.

<u>Exhibit No.</u>	<u>Title</u>	<u>Method of Filing</u>
10.38*†	Stock option agreement dated November 10, 2015, between the Company and Michael G. Combs, providing performance vesting.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on November 12, 2015.
10.39*†	Stock option agreement dated November 10, 2015, between the Company and Diane J. Blaha, providing performance vesting.	Incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on November 12, 2015.
21.1	Subsidiaries of the Company	Filed herewith
23.1	Consent of Independent Registered Public Accounting Firm, Haskell & White LLP.	Filed herewith.
31.1	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
31.2	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32.1	Certification of the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
32.2	Certification of the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
101.0	The following materials from CorVel Corporation's Annual Report on Form 10-K for the fiscal year ended March 31, 2016, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of March 31, 2016 and March 31, 2015; (ii) Consolidated Statements of Income for the fiscal years ended March 31, 2016, 2015 and 2014; (iii) Consolidated Statements of Stockholders' Equity for the fiscal years ended March 31, 2016, 2015 and 2014; (iv) Consolidated Statements of Cash Flows for the fiscal years ended March 31, 2016, 2015 and 2014; and (v) Notes to Consolidated Financial Statements	

\* – Denotes management contract or compensatory plan or arrangement.

† – Confidential treatment has been requested for certain confidential portions of this exhibit pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**(b) Exhibits**

The exhibits filed as part of this report are listed under Item 15(a)-(3) of this Annual Report on Form 10-K.

**(c) Financial Statement Schedule**

The Financial Statement Schedules required by Regulation S-X and Item 8 of Form 10-K are listed under Item 15(a)(2) of this Annual Report on Form 10-K.



## SELECTED CONSOLIDATED FINANCIAL DATA

The following selected financial data for each of the five fiscal years ended March 31, 2016, have been derived from the Company's audited consolidated financial statements. The following data should be read in conjunction with the Company's Consolidated Financial Statements, the related notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations." The following amounts are in thousands, except per share data.

	Fiscal Year Ended March 31,				
	2012	2013	2014	2015	2016
<b>Income Statement Data:</b>					
Revenues	\$ 412,668	\$ 429,310	\$ 478,816	\$ 492,625	\$ 503,584
Cost of revenues	318,826	337,650	370,335	392,656	399,040
Gross profit	93,842	91,660	108,481	99,969	104,544
General and administrative	50,405	47,765	51,974	54,405	58,484
Income before income taxes	43,437	43,895	56,507	45,564	46,060
Income tax provision	16,885	17,165	22,115	16,974	17,535
Net income	<u>\$ 26,552</u>	<u>\$ 26,730</u>	<u>\$ 34,392</u>	<u>\$ 28,590</u>	<u>\$ 28,525</u>
Net income per share:					
Basic	<u>\$ 1.16</u>	<u>\$ 1.20</u>	<u>\$ 1.63</u>	<u>\$ 1.38</u>	<u>\$ 1.44</u>
Diluted	<u>\$ 1.14</u>	<u>\$ 1.19</u>	<u>\$ 1.61</u>	<u>\$ 1.37</u>	<u>\$ 1.43</u>
Shares used in computing net income per share:					
Basic	22,952	22,256	21,104	20,669	19,826
Diluted	23,254	22,458	21,372	20,890	20,004
Return on beginning of year equity	26.6%	24.2%	30.9%	22.6%	22.3%
Return on beginning of year assets	16.2%	15.6%	18.9%	13.3%	13.5%
	2012	2013	2014	2015	2016
<b>Balance Sheet Data as of March 31,</b>					
Cash and cash equivalents	\$ 6,597	\$ 19,822	\$ 34,866	\$ 25,516	\$ 32,779
Accounts receivable, net	49,334	49,105	57,229	57,537	59,747
Working capital	36,485	40,145	49,120	37,959	42,693
Total assets	171,882	182,382	214,481	211,573	220,269
Retained earnings	275,046	301,776	336,168	364,758	393,283
Treasury stock	(270,574)	(301,301)	(328,480)	(360,278)	(391,803)
Total stockholders' equity	110,382	111,402	126,522	127,923	131,948

## **MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

This Management’s Discussion and Analysis of Financial Condition and Results of Operations may include certain forward-looking statements, within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including (without limitation) statements with respect to anticipated future operating and financial performance, growth and acquisition opportunities and other similar forecasts and statements of expectation. Words such as “expects,” “anticipates,” “intends,” “plans,” “predicts,” “believes,” “seeks,” “estimates,” “potential,” “continue,” “strive,” “ongoing,” “may,” “will,” “would,” “could,” and “should” and variations of these words and similar expressions, are intended to identify these forward-looking statements. Forward-looking statements made by the Company and its management are based on estimates, projections, beliefs and assumptions of management at the time of such statements and are not guarantees of future performance.

The Company disclaims any obligations to update or revise any forward-looking statement based on the occurrence of future events, the receipt of new information or otherwise. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements made by the Company and its management as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, including a decreasing number of national claims due to a decreasing number of injured workers; cost of capital and capital requirements; existing and possible litigation and legal liability in the course of operations and the Company’s ability to resolve such litigation; cost of capital and capital requirements; competition from other managed care companies; the ability to expand certain areas of the Company’s business; shifts in customer demands; the ability of the Company to produce market-competitive software; changes in operating expenses including employee wages, benefits and medical inflation; governmental and public policy changes, including but not limited to legislative and administrative law and rule implementation or change; dependence on key personnel; the continued availability of financing in the amounts and at the terms necessary to support the Company’s future business; and the other risks identified under the heading “Risk Factors” appearing elsewhere in the report.

### **Overview**

CorVel Corporation is an independent nationwide provider of medical cost containment and managed care services designed to address the escalating medical costs of workers’ compensation and auto claims. The Company’s services are provided to insurance companies, third-party administrators (“TPA’s”), governmental entities, and self-administered employers to assist them in managing the medical costs and monitoring the quality of care associated with healthcare claims.

### **Network Solutions Services**

The Company’s network solutions services are designed to reduce the price paid by its customers for medical services rendered in workers’ compensation cases, auto policies and, to a lesser extent, group health policies. The network solutions offered by the Company include automated medical fee auditing, preferred provider services, retrospective utilization review, independent medical examinations, and inpatient bill review. Network solutions services also includes revenue from the Company’s directed care network (CareIQ), including imaging and physical therapy.

### **Patient Management Services**

In addition to its network solutions services, the Company offers a range of patient management services, which involve working on a one-on-one basis with injured employees and their various healthcare professionals, employers and insurance company adjusters. The services are designed to monitor the medical necessity and appropriateness of healthcare services provided to workers’ compensation and other healthcare claimants and to



expedite return to work. The Company offers these services on a stand-alone basis, or as an integrated component of its medical cost containment services. Patient management services include the processing of claims for self-insured payors to property and casualty insurance.

### **Organizational Structure**

The Company's management is structured geographically with regional vice-presidents who report to the Chief Executive Officer of the Company. Each of these regional vice-presidents is responsible for all services provided by the Company in his or her particular region and responsible for the operating results of the Company in multiple states. These regional vice presidents have area and district managers who are also responsible for all services provided by the Company in their given area and district.

### **Business Enterprise Segments**

The Company operates in one reportable operating segment, managed care. The Company's services are delivered to its customers through its local offices in each region and financial information for the Company's operations follows this service delivery model. All regions provide the Company's patient management and network solutions services. FASB ASC 280-10, *Segment Reporting*, establishes standards for the way that public business enterprises report information about operating segments in annual and interim consolidated financial statements. The Company's internal financial reporting is segmented geographically, as discussed above, and managed on a geographic rather than service line basis, with virtually all of the Company's operating revenue generated within the United States.

Under FASB ASC 280-10, two or more operating segments may be aggregated into a single operating segment for financial reporting purposes if aggregation is consistent with the objective and basic principles, if the segments have similar economic characteristics, and if the segments are similar in each of the following areas: 1) the nature of products and services; 2) the nature of the production processes; 3) the type or class of customer for their products and services; and 4) the methods used to distribute their products or provide their services. The Company believes each of its regions meet these criteria as each provides similar services and products to similar customers using similar methods of productions and similar methods to distribute the services and products.

Because we believe we meet each of the criteria set forth above and each of our regions have similar economic characteristics, we aggregate our results of operations in one reportable operating segment, managed care.

### **Seasonality**

While we are not directly impacted by seasonal shifts, we are affected by the change in working days in a given quarter. There are generally fewer working days for our employees to generate revenue in the third fiscal quarter as we experience vacations, inclement weather and holidays.

### **Summary of Fiscal 2016 Annual Results**

The Company had record revenues of \$504 million for fiscal year ended March 31, 2016, an increase of \$11 million, or 2.2%, compared to \$493 million for fiscal year ended March 31, 2015. The increase was primarily due to growth in the TPA services and network solutions offset by a decrease in CERiS and a nominal decrease in case management.

During fiscal 2016, the Company's gross profit increased to \$104.5 million from \$100.0 million in fiscal 2015, an increase of \$4.6 million, or 4.6%. This increase was primarily due to cost of revenues increasing at a lower rate than revenues, partially due to a decrease in headcount.

During fiscal 2016, the Company's general and administrative expenses increased to \$58.5 million from \$54.4 million in fiscal 2015, an increase of \$4.1 million, or 7.5%. The increase was primarily due to an increase in legal and IT expenses.

During fiscal 2016, the Company's operating income increased to \$46.1 million from \$45.6 million in fiscal 2015, an increase of \$0.5 million, or 1.1%. This increase was primarily due to the aforementioned increase in revenues and gross profit.

Income tax expense increased by \$0.6 million, or 3.3%, from \$17.0 million in fiscal 2015 to \$17.5 million in fiscal 2016. This increase was primarily due to increase in pre-tax income.

Weighted diluted shares decreased from 20.9 million shares in fiscal 2015 to 20.0 million shares in fiscal 2016, a decrease of 886,000 shares, or 4.2%. This decrease was primarily due to the repurchase of 893,771 shares of common stock in fiscal 2016. In November 2015, the Company's Board of Directors increased the number of shares authorized to be repurchased over the life of the plan to 35,000,000 shares. Since commencing this program in the fall of 1996, the Company has repurchased 33,886,259 shares of its common stock through March 31, 2016, at a cost of \$392 million. These repurchases were funded primarily from the Company's operating cash flows.

Diluted earnings per share increased from \$1.37 in fiscal 2015 to \$1.43 in fiscal 2016, an increase of \$0.06 per share, or 4.4%. The increase in diluted earnings per share was primarily due to a reduction in the number of shares outstanding of 4.2% due to shares repurchases.

## Results of Operations

The Company derives its revenues from providing patient management and network solutions services to payors of workers' compensation benefits, auto insurance claims and health insurance benefits. Patient management services include utilization review, medical case management, vocational rehabilitation, and claims processing. Network solutions revenues include fee schedule auditing, hospital bill auditing, independent medical examinations, diagnostic imaging review services and preferred provider referral services. The percentages of total revenues attributable to patient management and network solutions services for the fiscal years ended March 31, 2014, 2015, and 2016 are listed below.

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Patient management services	51.9%	54.5%	55.1%
Network solutions services	48.1%	45.5%	44.9%
	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

As noted in the table above, from fiscal 2014 to fiscal 2016, the mix of the Company's revenues moved 3.2 percentage points from network solutions to patient management. This mix shift is primarily due to the Company's increased focus in the sale of TPA services which are included with patient management services. The Company expects to have more growth in the sale of TPA services than its other services because we are focusing more of our efforts in this area and because we believe the opportunities for growth in revenue and gross profits are better in this area.

The following table shows the consolidated income statements for the past three fiscal years and the dollar changes as well as the percentage changes for each fiscal year in thousands, except for per share information.

	Fiscal 2014	Fiscal 2015	Fiscal 2016	Amount Change from Fiscal 2014 to 2015	Amount Change from Fiscal 2015 to 2016	Percent Change from Fiscal 2014 to 2015	Percent Change from Fiscal 2015 to 2016
Revenues	\$478,816	\$492,625	\$503,584	\$ 13,809	\$ 10,959	2.9%	2.2%
Cost of revenues	370,335	392,656	399,040	22,321	6,384	6.0	1.6
Gross profit	108,481	99,969	104,544	(8,512)	4,575	(7.8)	4.6
General and administrative	51,974	54,405	58,484	2,431	4,079	4.7	7.5
Income before income taxes	56,507	45,564	46,060	(10,943)	496	(19.4)	1.1
Income tax provision	22,115	16,974	17,535	(5,141)	561	(23.2)	3.3
Net income	<u>\$ 34,392</u>	<u>\$ 28,590</u>	<u>\$ 28,525</u>	<u>(\$ 5,802)</u>	<u>(\$ 65)</u>	<u>(16.9%)</u>	<u>(0.2%)</u>
Net income per share:							
Basic	\$ 1.63	\$ 1.38	\$ 1.44	\$ (0.25)	\$ 0.06	(15.3%)	4.3%
Diluted	\$ 1.61	\$ 1.37	\$ 1.43	\$ (0.24)	\$ 0.06	(14.9%)	4.4%
Shares used in net income per share:							
Basic	21,104	20,669	19,826	(435)	(843)	(2.1%)	(4.1%)
Diluted	21,372	20,890	20,004	(482)	(886)	(2.3%)	(4.2%)

As previously identified in the section titled “Risk Factors” in this report, the Company’s ability to maintain or grow revenues is subject to several risks including, but not limited to, changes in government regulations, exposure to litigation and the ability to add or retain customers. Any of these, or a combination of all of them, could have a material and adverse effect on the Company’s results of operations going forward.

The following table sets forth, for the periods indicated, the percentage of revenues represented by certain items reflected in the Company’s consolidated income statements. The Company’s past operating results are not necessarily indicative of future operating results. The percentages for the three fiscal years ended March 31, 2014, 2015 and 2016 are as follows:

Income Statement Percentages	2014	2015	2016
Revenues	100.0%	100.0%	100.0%
Cost of revenues	77.3%	79.7%	79.2%
Gross profit	22.7%	20.3%	20.8%
General and administrative	10.9%	11.0%	11.6%
Income before income taxes	11.8%	9.3%	9.2%
Income tax provision	4.6%	3.4%	3.5%
Net Income	<u>7.2%</u>	<u>5.9%</u>	<u>5.7%</u>

## Revenue

The Company derives its revenues from providing patient management and network solutions services to payors of workers’ compensation benefits, auto insurance claims and health insurance benefits. Patient management services include claims administration, utilization review, medical case management and vocational rehabilitation. Network solutions revenues include fee schedule auditing, hospital bill auditing, independent medical examinations, diagnostic imaging review services, directed care services and preferred provider referral services.

### ***Change in Revenue***

#### ***Fiscal 2016 Compared to Fiscal 2015***

Revenues increased by 2.2%, to \$504 million in fiscal 2016, from \$493 million in fiscal 2015, an increase of \$11 million. The increase was primarily due to growth in the TPA services within patient management due to an increase in customers. Patient management revenues, which include TPA services, increased by \$8.6 million, or 3.2%, from \$269 million in fiscal 2015 to \$277 million in fiscal 2016. This increase in revenues from TPA services was due to a 7% increase in the number of customers, which contributed to a 7% increase in the total number of claims opened during the fiscal year. Network solutions services revenues increased by \$2.3 million, or 1.0%, from \$224 million in fiscal 2015 to \$226 million in fiscal 2016.

#### ***Fiscal 2015 Compared to Fiscal 2014***

Revenues increased by 2.9%, to \$493 million in fiscal 2015, from \$479 million in fiscal 2014, an increase of \$14 million. The increase was primarily due to growth in the TPA services within patient management due to an increase in customers. Patient management revenues, which include TPA services, increased by \$21 million, or 8.5%, from \$248 million in fiscal 2014 to \$269 million in fiscal 2015. This increase in revenues from TPA services was due to a 5% increase in the number of customers, which contributed to an 11% increase in the total number of claims opened during the fiscal year. Network solutions services revenues decreased by \$6.0 million, or 2.6%, from \$230 million in fiscal 2014 to \$224 million in fiscal 2015, due to a 5% decrease in the number of bills processed slightly offset by a 2% increase in the revenue per bill.

### **Cost of Revenue**

The Company's cost of revenues consist of direct expenses, costs directly attributable to the generation of revenue, and field indirect costs which are incurred in the field to support the operations in the field offices which generate the revenue. Direct costs are primarily case manager salaries, bill review analysts, related payroll taxes and fringe benefits, and costs for Independent Medical Examinations (IME), prescription drugs, and MRI providers. Most of the Company's revenues are generated in offices which provide both patient management services and network solutions services. The largest of the field indirect costs are manager salaries and bonus, account executive base pay and commissions, administrative and clerical support, field systems personnel, PPO network developers, related payroll taxes, fringe benefits, office rent, and telephone expense. During fiscal 2015 and 2016, approximately 32% of the costs incurred in the field are field indirect costs which support both the patient management services and network solutions operations of the Company's field operations.

### ***Change in Cost of Revenue***

#### ***Fiscal 2016 Compared to Fiscal 2015***

The Company's cost of revenues increased from \$393 million in fiscal 2015 to \$399 million in fiscal 2016, an increase of 1.6%, or \$6 million. The increase in cost of revenues was primarily due to the 2.2% increase in revenues noted above. The increase in cost of revenues also was due to an increase in lower margin patient management TPA services due to competitive pricing and a decrease in higher margin bill review services. Pharmacy costs increased from \$61 million to \$64 million due to an increase in revenue in this line of business, which is due to an increase in volume. Additionally, our direct labor costs increased from \$107 million to \$113 million due to increased headcount in TPA services.

#### ***Fiscal 2015 Compared to Fiscal 2014***

The Company's cost of revenues increased from \$370 million in fiscal 2014 to \$393 million in fiscal 2015, an increase of 6.0%, or \$22 million. The increase in cost of revenues was primarily due to the 2.9% increase in revenues noted above. The cost of revenues increased at a higher rate than revenue due to an increase in lower margin patient management TPA services and a decrease in higher margin bill review services. Pharmacy costs

increased from \$59 million to \$61 million due to an increase in revenue in this line of business. Additionally, headcount increased which is reflected in our direct labor costs that increased from \$99 million to \$107 million due to increased services to TPA customers.

### **General and Administrative Expense**

During fiscal years 2014, 2015 and 2016, approximately 59%, 61%, and 60% respectively, of general and administrative costs consisted of corporate systems costs, which include the corporate systems support, implementation and training, rules engine development, national information technology (IT) strategy and planning, depreciation of the hardware costs in the Company's corporate offices and backup data center, the Company's national wide area network, and other systems related costs. The Company includes all IT related costs managed by the corporate office in general and administrative whereas the field IT related costs are included in the cost of revenues. The remaining general and administrative costs consist of national marketing, national sales support, corporate legal, corporate insurance, human resources, accounting, product management, new business development, and other general corporate expenses.

#### ***Change in General and Administrative Expense***

##### ***Fiscal 2016 Compared to Fiscal 2015***

General and administrative expense increased 7.5%, from \$54.4 million in fiscal 2015 to \$58.5 million in fiscal 2016. Legal expenses increased \$2.1 million due to the settlement of two lawsuits during the last quarter of fiscal 2016. IT expenses increased from \$33 million in fiscal 2015 to \$34 million in fiscal 2016 due to hardware and internally developed software depreciation.

##### ***Fiscal 2015 Compared to Fiscal 2014***

General and administrative expense increased 4.7% from \$52 million in fiscal 2014 to \$54.4 million in fiscal 2015. In fiscal 2015, the Company increased IT expenses related to a new data center being brought online to increase system capacity. IT expenses increased from \$31 million in fiscal 2014 to \$33 million in fiscal 2015.

### **Income Tax Provision**

##### ***Fiscal 2016 Compared to Fiscal 2015***

The Company's income tax expense was \$17.0 million for fiscal year 2015 and \$17.5 million for fiscal year 2016. The income tax expense was calculated based on a 37.3% tax rate for fiscal year 2015 and 38.1% for fiscal year 2016. The increase of \$0.5 million was primarily due to an increase in income before income taxes and a higher tax rate. The income tax provision rates were based upon management's review of the Company's estimated annual income tax rate, including state taxes. This effective tax rate differed from the statutory federal tax rate of 35.0% primarily due to state income taxes and certain non-deductible expenses offset by tax credits.

##### ***Fiscal 2015 Compared to Fiscal 2014***

The Company's income tax expense was \$22 million for fiscal year 2014 and \$17 million for fiscal year 2015. The income tax expense was calculated based on a 39% tax rate for fiscal year 2014 and 37.3% for fiscal year 2015. The decrease of \$5 million was primarily due to a decrease in income before income taxes. Additionally, the rate decreased during fiscal year 2015 due to review of the state tax filings and the Company's apportionment. The Company expects the rate to normalize in the next fiscal year. The income tax provision rates were based upon management's review of the Company's estimated annual income tax rate, including state taxes. This effective tax rate differed from the statutory federal tax rate of 35.0% primarily due to state income taxes and certain non-deductible expenses offset by tax credits.

## **Net Income**

### ***Fiscal 2016 Compared to Fiscal 2015***

The Company's net income for fiscal years 2015 and 2016 were \$28.6 million and \$28.5 million, respectively, a decrease of \$0.1 million. The Company's net income was relatively unchanged due to an increase in gross profit, which was offset by an increase in general and administrative expense and an increase in the tax rate.

### ***Fiscal 2015 Compared to Fiscal 2014***

The Company's net income for fiscal years 2014 and 2015 was \$34.4 million and \$28.6 million, respectively. The Company's net income in fiscal 2015 decreased due to a decrease in gross profit margin due to an increase in lower margin TPA business.

## **Earnings per Share**

### ***Fiscal 2016 Compared to Fiscal 2015***

The Company's diluted earnings per share for fiscal years 2015 and 2016 were \$1.37 and \$1.43, respectively, an increase of \$0.06. The Company's earnings per share in fiscal 2016 increased primarily due to a decrease in diluted weighted shares outstanding because of shares repurchased in the Company's share repurchase program.

### ***Fiscal 2015 Compared to Fiscal 2014***

The Company's diluted earnings per share for fiscal years 2014 and 2015 were \$1.61 and \$1.37, respectively. The Company's earnings per share in fiscal 2015 decreased due to a decrease in net income of \$5.8 million.

## **Liquidity and Capital Resources**

### ***Introduction***

The Company manages its liquidity and financial position in the context of its overall business strategy. The Company continually forecasts and manages its cash, investments, working capital balances and capital structure to meet the short- and long-term obligations of its businesses while seeking to maintain liquidity and financial flexibility. Cash flows generated from operating activities are principally from earnings before non-cash expenses. The risk of decreased operating cash flow from a decline in earnings is partially mitigated by the diversity of the Company's services, geographies and customers, and the Company has had virtually no interest-bearing debt for the past 25 years.

The Company has historically funded its operations and capital expenditures primarily from cash flow from operations, and to a lesser extent, stock option exercises. The Company's net accounts receivables have averaged below 43 days of average sales for the past two fiscal years and were at 42 days at March 31, 2016. The Company expects days sales outstanding ("DSO") to remain in the low to mid 40-day range. Property, net of accumulated depreciation, has historically averaged approximately 11% or less of annual revenue. The Company's historical profit margins and historical ratio of investments in assets used in the business has allowed the Company to generate sufficient cash flow to repurchase \$392 million of its common stock during the past nineteen fiscal years, on inception-to-date net earnings of \$393 million. The Company repurchases shares during periods of excess liquidity which has occurred in all 25 years the Company has been public. Should the Company have lower income or cash flows, it could reduce or eliminate the share repurchase program until earnings and cash flow improves. Working capital increased from \$38 million to \$43 million from March 31, 2015 to March 31, 2016.

The Company believes that cash from operations and funds from exercises of stock options granted to employees are adequate to fund existing obligations, repurchase shares of the Company's common stock under its current share repurchase program, introduce new services, and continue to develop healthcare related



businesses for at least the next twelve months. The Company regularly evaluates cash requirements for current operations, commitments, and for capital acquisitions and other strategic transactions. The Company may elect to raise additional funds for these purposes, through debt or equity financings or otherwise, as appropriate. Additional equity or debt financing may not be available when needed, on terms favorable to us or at all.

As of March 31, 2016, the Company had \$33 million in cash and cash equivalents, invested primarily in short-term, interest-bearing highly liquid investment-grade securities with maturities of 90 days or less.

In September 2015, the Company renewed a line of credit agreement. The line is with a financial institution to provide a revolving credit facility with borrowing capacity of up to \$10 million. Borrowings under this agreement, as amended, bear interest, at the Company's option, at a fixed LIBOR-based rate plus 1.50% or at a fluctuating rate determined by the financial institution to be 1.50% above the daily one-month LIBOR rate. The loan covenants require the Company to maintain the current assets to liabilities ratio of at least 1.25:1, debt to tangible net worth not greater than 1.25:1 and have positive net income. There were no outstanding revolving loans as of March 31, 2016, but letters of credit in the aggregate amount of \$4.5 million have been issued separate from the line of credit and therefore do not reduce the amount of borrowings available under the revolving credit facility. The credit agreement expires in September 2016.

The Company believes that the cash balance at March 31, 2016 along with anticipated internally generated funds, and the credit facility would be sufficient to meet the Company's expected cash requirements for at least the next twelve months.

## **Operating Cash Flows**

### ***Fiscal 2016 Compared to Fiscal 2015***

Net cash provided by operating activities was \$44 million in fiscal 2015 and \$51 million in fiscal 2016. This increase was primarily due to the fact that in the prior year, the Company had a higher prepaid tax balance than the current year. During fiscal 2016, the Company's prepaid tax is closer to the actual tax liability as compared to fiscal 2015.

### ***Fiscal 2015 Compared to Fiscal 2014***

Net cash provided by operating activities was \$55 million in fiscal 2014 and \$44 million in fiscal 2015. Net income decreased by \$5.8 million, there was also a decrease in accounts and taxes payable. This was due to a decrease in the tax rate, which was partially offset by an increase in accounts receivable.

## **Investing Activities**

### ***Fiscal 2016 Compared to Fiscal 2015***

Net cash flow used in investing activities decreased from \$24 million in fiscal 2015 to \$17 million in fiscal 2016. The decrease in cash flow used in investing activities was due to a decrease in property additions during fiscal 2016. In fiscal 2015, there was an increase in leasehold improvements and in the amount spent on capitalized hardware related to a new data center being built out to increase our system capacity.

### ***Fiscal 2015 Compared to Fiscal 2014***

Net cash flow used in investing activities increased from \$18 million in fiscal 2014 to \$24 million in fiscal 2015. The increase in cash flow used in investing activities was due to an increase in property additions in leasehold improvements and an increase in the amount spent on capitalized hardware related to a new data center being built out to increase our system capacity.

## Financing Activities

### *Fiscal 2016 Compared to Fiscal 2015*

Net cash flow used in financing activities decreased from \$29.4 million in fiscal 2015 to \$26.7 million in fiscal 2016. The decrease in cash flow used in financing activities was due to an increase in proceeds from exercise of stock options. During fiscal 2016, the Company spent \$31.5 million to repurchase 893,771 shares of its common stock (at an average price of \$35.27 per share). During fiscal 2015, the Company spent \$31.8 million to repurchase 845,014 shares of its common stock (at an average price of \$37.63 per share).

If the Company continues to generate cash flow from operating activities, the Company may continue to repurchase shares of its common stock on the open market, if authorized by the Company's Board of Directors, or seek to identify other businesses to acquire. In November 2015, the Board of Directors increased the number of shares authorized to be repurchased over the life of the stock repurchase program by an additional 1,000,000 shares to 35,000,000 shares. The Company has historically used cash provided by operating activities and from the exercise of stock options to repurchase stock. The Company expects that it may use some of the cash on the balance sheet at March 31, 2016 to repurchase additional shares of its common stock in the future.

### *Fiscal 2015 Compared to Fiscal 2014*

Net cash flow used in financing activities increased from \$21.4 million in fiscal 2014 to \$29.4 million in fiscal 2015. The increase in cash flow used in financing activities was due to an increase in the purchase of common stock under the Company's share repurchase program. During fiscal 2015, the Company spent \$31.8 million to repurchase 845,014 shares of its common stock (at an average price of \$37.63 per share). During fiscal 2014, the Company spent \$27.2 million to repurchase 830,460 shares of its common stock (at an average price of \$32.73 per share).

## Contractual Obligations

The following table set forth our contractual obligations at March 31, 2016, which are primarily future minimum lease payments due under non-cancelable operating leases:

	Total	For the Fiscal Years Ended March 31:			
		Less than one year	1-3 Years	3-5 Years	More than 5 Years
Operating leases	\$46,237,000	\$13,458,000	\$17,888,000	\$9,680,000	\$5,211,000
Uncertain tax positions	1,830,000	1,830,000	—	—	—
Software license	3,249,000	1,083,000	2,166,000	—	—
Total	<u>\$51,316,000</u>	<u>\$16,371,000</u>	<u>\$20,054,000</u>	<u>\$9,680,000</u>	<u>\$5,211,000</u>

**Litigation.** The Company is involved in litigation arising in the normal course of business. Management believes that resolution of these matters will not result in any payment that, in the aggregate, would be material to the financial position or results of the operations of the Company.

**Inflation.** The Company experiences pricing pressures in the form of competitive prices. The Company is also impacted by rising costs for certain inflation-sensitive operating expenses such as labor and employee benefits, and facility leases. However, the Company generally does not believe these impacts are material to its revenues or net income.

## Off-Balance Sheet Arrangements

The Company is not a party to off-balance sheet arrangements as defined by the Securities and Exchange Commission. However, from time to time the Company enters into certain types of contracts that contingently require the Company to indemnify parties against third-party claims. The contracts primarily relate to: (i) certain



contracts to perform services, under which the Company may provide customary indemnification to the purchasers of such services; (ii) certain real estate leases, under which the Company may be required to indemnify property owners for environmental and other liabilities, and other claims arising from the Company's use of the applicable premises; and (iii) certain agreements with the Company's officers, directors and employees, under which the Company may be required to indemnify such persons for liabilities arising out of their relationship with the Company.

The terms of such obligations vary by contract and in most instances a specific or maximum dollar amount is not explicitly stated therein. Generally, amounts under these contracts cannot be reasonably estimated until a specific claim is asserted. Consequently, no liabilities have been recorded for these obligations on the Company's balance sheets for any of the periods presented.

### **Critical Accounting Policies**

The SEC defines critical accounting policies as those that require application of management's most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain and may change in subsequent periods.

The following is not intended to be a comprehensive list of our accounting policies. Our significant accounting policies are more fully described in Note A to the Consolidated Financial Statements. In many cases, the accounting treatment of a particular transaction is specifically dictated by accounting principles generally accepted in the United States of America, with no need for management's judgment in their application. There are also areas in which management's judgment in selecting an available alternative would not produce a materially different result.

We have identified the following accounting policies as critical to us: 1) revenue recognition, 2) allowance for uncollectible accounts, 3) goodwill and long-lived assets, 4) accrual for self-insured costs, 5) accounting for income taxes, 6) legal and other contingencies, 7) share-based compensation, and 8) software development costs.

**Revenue Recognition:** The Company recognizes revenue when there is persuasive evidence of an arrangement, the services have been provided to the customer, the sales price is fixed or determinable, and collectability is reasonably assured. For the Company's services, as the Company's professional staff performs work, they are contractually permitted to bill for fees earned in fraction of an hour increments worked or by units of production. The Company recognizes revenue as the time is worked or as units of production are completed, which is when the revenue is earned and realized. Labor costs are recognized as the costs are incurred. The Company derives the majority of its revenue from the sale of Network Solutions and Patient Management services. Network Solutions and Patient Management services may be sold individually or combined with any of the services the Company provides. When a sale combines multiple elements, the Company accounts for multiple element arrangements in accordance with the guidance included in Accounting Standard Codification ("ASC") 605-25.

Management evaluates agreements with customers in accordance with the provision of the revenue recognition topic that addresses multiple-deliverable revenue arrangements. The multiple-deliverable arrangements entered into consist of bundled managed care which included various units of accounting such as Network Solutions, and Patient Management which includes claims administration. Such elements are considered separate units of accounting due to each element having value to the customer on a stand-alone basis. The selling price for each unit of accounting is determined using contract price and management estimates. When the Company's customers purchase several products, the pricing of the products sold is generally the same as if the product were sold on an individual basis. Revenue is recognized as the work is performed in accordance with our customer contracts. Based upon the nature of the Company's products, bundled managed care elements are generally delivered in the same accounting period. The Company recognizes revenue for patient management claims administration services over the life of the claim. Based upon prior experience in managing claims, the Company estimates the deferral amount from when the claim is received to when the customer contract expires.

**Allowance for Uncollectible Accounts:** The Company determines its allowance by considering a number of factors, including the length of time trade accounts receivable are past due, the Company's previous loss history, the customers' current ability to pay its obligation to the Company, and the condition of the general economy and the industry as a whole. The Company writes off accounts receivable when they become uncollectible.

The Company must make significant management judgments and estimates in determining contractual and bad debt allowances in any accounting period. One significant uncertainty inherent in the Company's analysis is whether its past experience will be indicative of future periods. Although the Company considers future projections when estimating contractual and bad debt allowances, the Company ultimately makes its decisions based on the best information available to it at that time. Adverse changes in general economic conditions or trends in reimbursement amounts for the Company's services could affect the Company's contractual and bad debt allowance estimates, collection of accounts receivable, cash flows, and results of operations. No one customer accounted for 10% or more of accounts receivable at March 31, 2015, and 2016.

**Goodwill and Long-Lived Assets:** Goodwill arising from business combinations represents the excess of the purchase price over the estimated fair value of the net assets of the acquired business. Pursuant to ASC 350-10 through ASC 350-30, "Goodwill and Other Intangible Assets," goodwill is tested annually for impairment or more frequently if circumstances indicate the potential for impairment. Also, management tests for impairment of its amortizable intangible assets and long-lived assets annually and whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company's impairment analysis is conducted at a regional level. The measurement of fair value is based on an evaluation of market capitalization and is further tested using a multiple of earnings approach. In projecting the Company's cash flows, management considers industry growth rates and trends and cost structure changes. Based on the Company's tests and reviews, no impairment of its goodwill, intangible assets or other long-lived assets existed at March 31, 2016. However, future events or changes in current circumstances could affect the recoverability of the carrying value of goodwill and long-lived assets. Should an asset be deemed impaired, an impairment loss would be recognized to the extent the carrying value of the asset exceeded its estimated fair market value.

**Accrual for Self-insurance Costs:** The Company accrues for the group medical costs and workers' compensation costs of its employees based on claims filed and an estimate of claims incurred but not reported as of each balance sheet date. The Company purchases stop loss insurance for large claims. The Company determines its estimated self-insurance reserves based upon historical trends along with outstanding claims information provided by its claims paying agents. However, it is possible that recorded accruals may not be adequate to cover the future payment of claims. Adjustments, if any, to estimated accruals resulting from ultimate claim payments will be reflected in earnings during the periods in which such adjustments are determined. The Company's self-insured liabilities contain uncertainties because management is required to make assumptions and to apply judgment to estimate the ultimate cost to settle reported claims and claims incurred but not reported at the balance sheet date.

The Company does not believe there is a reasonable likelihood that there will be a material change in the estimates or assumptions used to calculate its self-insured liabilities. However, if actual results are not consistent with these estimates or assumptions, the Company may be exposed to losses or gains that could be material.

**Accounting for Income Taxes:** The Company records a tax provision for the anticipated tax consequences of the reported results of operations. The provision for income taxes is computed using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities, and for operating losses and tax credit carryforwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets are expected to be realized or settled. The Company records a valuation allowance, if necessary, to reduce deferred tax assets to the amount that is believed more likely than not to be realized.

The Company recognizes tax benefits from uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Management believes it is more likely than not that forecasted income, including income that may be generated as a result of certain tax planning strategies, together with future reversals of existing taxable temporary differences, will be sufficient to fully recover the deferred tax assets. In the event that the Company determines all or part of the net deferred tax assets are not realizable in the future, the Company will make an adjustment to the valuation allowance that would be charged to earnings in the period such determination is made. In addition, the calculation of tax liabilities involves significant judgment in estimating the impact of uncertainties in the application of accounting principles generally accepted in the United States of America and complex tax laws. Resolution of these uncertainties in a manner inconsistent with management's expectations could have a material impact on the Company's financial condition and operating results. The significant assumptions and estimates described above are important contributors to our ultimate effective tax rate in each year.

**Legal and Other Contingencies:** As discussed in Part I, Item 3 of this Form 10-K under the heading "Legal Proceedings" and in Note I, "Contingencies and Legal Proceedings" in Notes to Consolidated Financial Statements, the Company is subject to various legal proceedings and claims that arise in the ordinary course of business. The Company records a liability when it is probable that a loss has been incurred and the amount is reasonably estimable. There is significant judgment required in both the probability determination and as to whether an exposure can be reasonably estimated. In the opinion of management, there was not at least a reasonable possibility the Company may have incurred a material loss, or a material loss in excess of a recorded accrual, with respect to loss contingencies. However, the outcome of legal proceedings and claims brought against the Company are subject to significant uncertainty.

**Share-Based Compensation:** The Company accounts for share-based compensation in accordance with the provisions of ASC Topic 718 "Compensation — Stock Compensation". Under ASC 718, share-based compensation cost is measured at the grant date, based on the calculated fair value of the award, and is recognized as an expense over the employee's requisite service period (generally the vesting period of the equity grant). For the fiscal year ended March 31, 2016, the Company recorded share-based compensation expense of \$2,192,000. Share-based compensation expense recognized in fiscal 2016 is based on awards ultimately expected to vest; therefore, it has been reduced for estimated forfeitures. ASC Topic 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

The Company estimates the fair value of stock options using the Black-Scholes valuation model. Key input assumptions used to estimate the fair value of stock options include the exercise price of the award, the expected option term, the expected volatility of the Company's stock over the option's expected term, the risk-free interest rate over the option's term, and the Company's expected annual dividend yield. The Company's management believes that the valuation technique and the approach utilized to develop the underlying assumptions are appropriate in calculating the fair values of the Company's stock options granted in fiscal 2016. Estimates of fair value are not intended to predict actual future events or the value ultimately realized by persons who receive equity awards.

We do not believe there is a reasonable likelihood there will be a material change in the future estimates or assumptions we use to determine stock-based compensation expense. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to changes in stock-based compensation expense that could be material.

**Software Development Costs:** Development costs incurred in the research and development of new software products and enhancements to existing software products for internal use are expensed as incurred until technological feasibility has been established. After technological feasibility is established, any additional external software development costs are capitalized and amortized on a straight-line basis over the estimated

economic life of the related product, which is typically five years. The Company performs an annual review of the estimated economic life and the recoverability of such capitalized software costs. If a determination is made that capitalized amounts are not recoverable based on the estimated cash flows to be generated from the applicable software, any remaining capitalized amounts are written off. Although the Company believes that its approach to estimates and judgments as described herein is reasonable, actual results could differ and the Company may be exposed to increases or decreases in revenue that could be material.

### **Recently Issued Accounting Standards**

On May 28, 2014, the FASB issued ASU 2014-09 regarding ASC Topic 606, *Revenue from Contracts with Customers*. The standard provides principles for recognizing revenue for the transfer of promised goods or services to customers with the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB approved a one-year delay of the effective date of this new revenue recognition standard. The guidance will now be effective for our fiscal year beginning April 1, 2018. We are currently evaluating the accounting, transition and disclosure requirements of the standard and cannot currently estimate the financial statement impact of adoption.

On November 20, 2015, the FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 alters the presentation of deferred tax items on a classified balance sheet requiring companies to unify previously separated current and noncurrent items and present them as a single noncurrent amount. We have elected to early adopt this standard as of March 31<sup>st</sup>, 2016 and have retrospectively applied the amendments to all periods presented. As a result we reclassified \$7,181,000 of current deferred tax assets to non-current deferred tax assets and netted \$7,181,000 non-current deferred tax liabilities against our non-current deferred tax assets as of March 31, 2015.

In January 2016, the FASB issued ASU 2016-01 regarding Subtopic 825-10, *Financials Instruments — Overall: Recognition and Measurements of Financial Assets and Financial Liabilities*. The standard addresses certain aspects of recognition, measurement, presentation, and disclosure of financial instruments. It requires that most equity investments be measured at fair value, with subsequent changes in fair value recognized in net income. The guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017. We are currently evaluating the accounting, transition, and disclosure requirements of the standard and cannot currently estimate the financial statement impact of adoption.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*, which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e. lessees and lessors). The standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases. This classification will determine whether the lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. The standard is effective January 1, 2019, with early adoption permitted. The standard is to be applied using a modified retrospective transition method. We are in the process of determining the effect on our consolidated financial position, results of operations and cash flows.

In March 2016, the FASB issued ASU No. 2016-09, *Improvements to Employee Share-Based Payment Accounting*, which simplifies several aspects of the accounting for employee share-based payment transactions, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification on the statement of cash flows. For public companies, the new guidance is effective for annual reporting periods (including interim periods within those periods) beginning after December 15, 2016, with early adoption permitted. We are in the process of evaluating the impact of adoption of this guidance on our financial statements.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of CorVel Corporation

We have audited the accompanying consolidated balance sheets of CorVel Corporation (the “Company”) as of March 31, 2015 and 2016, and the related consolidated statements of income, stockholders’ equity, and cash flows for each of the years ended March 31, 2014, 2015 and 2016. In connection with our audits of the consolidated financial statements, we have also audited the financial statement schedule for each of the years ended March 31, 2014, 2015 and 2016. We also have audited the Company’s internal control over financial reporting as of March 31, 2016, based on criteria established in the *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company’s internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company as of March 31, 2015 and 2016, and the consolidated results of its operations and its cash flows for each of the years ended March 31, 2014, 2015 and 2016, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the financial statement schedule for each of the years ended March 31, 2014, 2015 and 2016, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein. Also, in our opinion, the Company maintained, in all material respects, effective

internal control over financial reporting as of March 31, 2016, based on criteria established in the *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

/s/ HASKELL & WHITE LLP

Irvine, California  
June 10, 2016

**CORVEL CORPORATION**

**CONSOLIDATED STATEMENTS OF INCOME**

	Fiscal Years Ended March 31,		
	2014	2015	2016
Revenues	\$478,816,000	\$492,625,000	\$503,584,000
Cost of revenues	370,335,000	392,656,000	399,040,000
Gross profit	108,481,000	99,969,000	104,544,000
General and administrative	51,974,000	54,405,000	58,484,000
Income before income taxes	56,507,000	45,564,000	46,060,000
Income tax provision	22,115,000	16,974,000	17,535,000
Net income	\$ 34,392,000	\$ 28,590,000	\$ 28,525,000
Net income per share:			
Basic	\$ 1.63	\$ 1.38	\$ 1.44
Diluted	\$ 1.61	\$ 1.37	\$ 1.43
Weighted average shares outstanding:			
Basic	21,104,000	20,669,000	19,826,000
Diluted	21,372,000	20,890,000	20,004,000

See accompanying notes to consolidated financial statements.



**CORVEL CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**

	March 31,	
	2015	2016
<b>ASSETS</b>		
Current Assets		
Cash and cash equivalents	\$ 25,516,000	\$ 32,779,000
Customer deposits	17,319,000	25,649,000
Accounts receivable (less allowance for doubtful accounts of \$1,645,000 at March 31, 2015 and \$1,821,000 at March 31, 2016)	57,537,000	59,747,000
Prepaid expenses and taxes	11,675,000	4,933,000
Total current assets	112,047,000	123,108,000
Property and equipment, net	56,299,000	53,268,000
Goodwill	36,814,000	36,814,000
Other intangible assets, net	4,736,000	4,287,000
Other assets	1,677,000	2,792,000
Total assets	\$ 211,573,000	\$ 220,269,000
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities		
Accounts and taxes payable	\$ 15,770,000	\$ 13,233,000
Accrued liabilities	58,318,000	67,182,000
Total current liabilities	74,088,000	80,415,000
Deferred income taxes	9,562,000	7,906,000
Total liabilities	83,650,000	88,321,000
Commitments and contingencies (Notes E, F, H, I, J and L)		
Stockholders' Equity		
Common stock, \$.0001 par value: 120,000,000 shares authorized at March 31, 2015 and 2016; 53,243,157 shares issued (20,250,669 shares outstanding, net of Treasury shares) and 53,448,672 shares issued (19,562,413 shares outstanding, net of Treasury shares) at March 31, 2015 and March 31, 2016, respectively	3,000	3,000
Paid-in-capital	123,440,000	130,465,000
Treasury Stock, at cost (32,992,488 and 33,886,259 shares at March 31, 2015 and 2016, respectively)	(360,278,000)	(391,803,000)
Retained earnings	364,758,000	393,283,000
Total stockholders' equity	127,923,000	131,948,000
	\$ 211,573,000	\$ 220,269,000

See accompanying notes to consolidated financial statements.

**CORVEL CORPORATION**

**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

	Common Shares	Stock Amount	Paid-in-Capital	Treasury Shares	Treasury Stock	Retained Earnings	Total Stockholders' Equity
Balance – March 31, 2013	52,837,262	\$3,000	\$110,924,000	(31,317,014)	\$(301,301,000)	\$301,776,000	\$111,402,000
Stock issued under employee stock purchase plan	8,489	—	346,000	—	—	—	346,000
Stock issued under stock option plan, net of shares repurchased	281,115	—	3,386,000	—	—	—	3,386,000
Stock-based compensation expense	—	—	2,140,000	—	—	—	2,140,000
Income tax benefits from stock option exercises	—	—	2,035,000	—	—	—	2,035,000
Purchase of treasury stock	—	—	—	(830,460)	(27,179,000)	—	(27,179,000)
Net income	—	—	—	—	—	34,392,000	34,392,000
<b>Balance – March 31, 2014</b>	<b>53,126,866</b>	<b>3,000</b>	<b>118,831,000</b>	<b>(32,147,474)</b>	<b>(328,480,000)</b>	<b>336,168,000</b>	<b>126,522,000</b>
Stock issued under employee stock purchase plan	12,299	—	400,000	—	—	—	400,000
Stock issued under stock option plan, net of shares repurchased	103,992	—	1,603,000	—	—	—	1,603,000
Stock-based compensation expense	—	—	2,209,000	—	—	—	2,209,000
Income tax benefits from stock option exercises	—	—	397,000	—	—	—	397,000
Purchase of treasury stock	—	—	—	(845,014)	(31,798,000)	—	(31,798,000)
Net income	—	—	—	—	—	28,590,000	28,590,000
<b>Balance – March 31, 2015</b>	<b>53,243,157</b>	<b>3,000</b>	<b>123,440,000</b>	<b>(32,992,488)</b>	<b>(360,278,000)</b>	<b>364,758,000</b>	<b>127,923,000</b>
Stock issued under employee stock purchase plan	10,975	—	371,000	—	—	—	371,000
Stock issued under stock option plan, net of shares repurchased	194,540	—	3,749,000	—	—	—	3,749,000
Stock-based compensation expense	—	—	2,192,000	—	—	—	2,192,000
Income tax benefits from stock option exercises	—	—	713,000	—	—	—	713,000
Purchase of treasury stock	—	—	—	(893,771)	(31,525,000)	—	(31,525,000)
Net income	—	—	—	—	—	28,525,000	28,525,000
<b>Balance – March 31, 2016</b>	<b>53,448,672</b>	<b>\$3,000</b>	<b>\$130,465,000</b>	<b>(33,886,259)</b>	<b>\$(391,803,000)</b>	<b>\$393,283,000</b>	<b>\$131,948,000</b>

See accompanying notes to consolidated financial statements.

**CORVEL CORPORATION**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Fiscal Years Ended March 31,		
	2014	2015	2016
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net income	\$ 34,392,000	\$ 28,590,000	\$ 28,525,000
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	16,411,000	17,995,000	19,952,000
Loss on write down or disposal of property or capitalized software	78,000	285,000	286,000
Stock-based compensation expense	2,140,000	2,209,000	2,192,000
Provision for doubtful accounts	1,332,000	1,730,000	1,357,000
Provision for deferred income taxes	(2,519,000)	304,000	(1,656,000)
Changes in operating assets and liabilities:			
Accounts receivable	(9,456,000)	(2,038,000)	(3,567,000)
Customer deposits	(6,035,000)	(1,176,000)	(8,331,000)
Prepaid expenses and taxes	1,556,000	(5,813,000)	6,742,000
Other assets	159,000	(18,000)	(516,000)
Accounts and taxes payable	2,535,000	(2,695,000)	(2,537,000)
Accrued liabilities	14,207,000	4,943,000	8,864,000
Net cash provided by operating activities	54,800,000	44,316,000	51,311,000
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Investment in private equity	—	(1,400,000)	(600,000)
Purchases of property and equipment	(18,344,000)	(22,868,000)	(16,756,000)
Net cash used in investing activities	(18,344,000)	(24,268,000)	(17,356,000)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Exercise of employee stock purchase options	346,000	400,000	371,000
Exercise of common stock options	3,386,000	1,603,000	3,749,000
Tax benefits from stock options	2,035,000	397,000	713,000
Purchase of treasury stock	(27,179,000)	(31,798,000)	(31,525,000)
Net cash used in financing activities	(21,412,000)	(29,398,000)	(26,692,000)
Net increase (decrease) in cash and cash equivalents	15,044,000	(9,350,000)	7,263,000
Cash and cash equivalents at beginning of year	19,822,000	34,866,000	25,516,000
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	\$ 34,866,000	\$ 25,516,000	\$ 32,779,000
Supplemental cash flow information			
Income taxes paid	\$ 20,791,000	\$ 19,528,000	\$ 13,589,000
Accrual of software license purchase	\$ 2,343,000	\$ —	\$ 3,249,000
Tenant improvement allowance	\$ —	\$ 3,100,000	\$ —

See accompanying notes to consolidated financial statements.

## CORVEL CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS Fiscal Years Ended March 31, 2014, 2015 and 2016

#### Note A — Summary of Significant Accounting Policies

*Organization:* CorVel Corporation (“CorVel” or “the Company”), incorporated in Delaware in 1987, provides services and programs nationwide that are designed to enable insurance carriers, third party administrators and employers with self-insured programs to administer, manage and control the cost of workers’ compensation and other healthcare benefits. The Company provides case management, claims administration, and medical bill review services to these payors.

The Company evaluated all subsequent events or transactions through the date of this filing. During the period subsequent to March 31, 2016, through the date of filing this report, the Company repurchased 26,555 shares of common stock for \$1.1 million or an average of \$42.71 per share. These shares were repurchased under the Company’s ongoing share repurchase program described in Note G.

*Basis of Presentation:* The consolidated financial statements include the accounts of CorVel and its wholly-owned subsidiaries. Significant intercompany accounts and transactions have been eliminated in consolidation. Certain prior year amounts have been reclassified to conform to fiscal 2016 presentation. These changes had no impact on previously reported results of operations or shareholders’ equity.

*Use of Estimates:* The preparation of financial statements in compliance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the accompanying financial statements. Actual results could differ from those estimates. Significant estimates include the values assigned to intangible assets, capitalized software development, the allowance for doubtful accounts, accrual for income taxes, share-based payments related to performance based awards, loss contingencies, estimated claims for claims administration revenue recognition, estimates used in stock options valuations, and accrual for self-insurance reserves.

*Cash and Cash Equivalents:* Cash and cash equivalents consist of short-term, interest-bearing highly-liquid investment-grade securities with maturities of 90 days or less when purchased. The carrying amounts of the Company’s financial instruments approximate their fair values at March 31, 2015 and 2016 due to the short-term nature of those instruments. Customer deposits represent cash that is expected to be returned or applied towards payment within one year through the Company’s provider reimbursement services.

*Fair Value of Financial Instruments:* The Company applies ASC 820, “Fair Value Measurements and Disclosures,” which defines fair value, establishes a framework for measuring fair value, and provides for disclosures about fair value measurements with respect to fair value measurements of (a) nonfinancial assets and liabilities that are recognized or disclosed at fair value in the Company’s Consolidated Financial Statements on a recurring basis (at least annually) and (b) all financial assets and liabilities. ASC 820 prioritizes the inputs used in measuring fair value into the following hierarchy:

*Level 1* Quoted market prices in active markets for identical assets or liabilities;

*Level 2* Observable inputs other than those included in Level 1 (for example, quoted prices for similar assets in active markets or quoted prices for identical assets in inactive markets); and

*Level 3* Unobservable inputs reflecting management’s own assumptions about the inputs used in estimating the value of the asset.

The carrying amount of the Company’s financial instruments (i.e. cash, accounts receivable, accounts payable, etc.) are all Level 1 and approximate their fair values at March 31, 2015 and 2016 due to the short-term nature of those instruments. The Company has no Level 2 or Level 3 assets.

## CORVEL CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS Fiscal Years Ended March 31, 2014, 2015 and 2016

#### Note A — Summary of Significant Accounting Policies (continued)

*Investment in Private Equity:* During the quarter ended June 30, 2014, the Company's Board of Director's approved an investment of \$2,000,000 into a private equity limited partnership (the "partnership") that invests in start-up companies. The Company invested \$1,400,000 into the partnership during the fiscal year ended March 31, 2015 and the remaining \$600,000 was invested during the quarter ended June 30, 2015. The Company accounts for the investment on the cost method and will periodically review the investment for possible impairment. There was no impairment recorded on investment for fiscal year ended March 31, 2016. The investment is recorded in other assets on the accompanying consolidated balance sheets. Management has not identified events or changes in circumstances that may have a significant adverse effect on the fair value of the investment, and in accordance with ASC 825-10-50-16 through 50-19, it is not practicable to estimate the fair value of the investment.

*Revenue Recognition:* The Company recognizes revenue when there is persuasive evidence of an arrangement, the services have been provided to the customer, the sales price is fixed or determinable, and collectability is reasonably assured. For the Company's services, as the Company's professional staff performs work, they are contractually permitted to bill for fees earned in fraction of an hour increments worked or by units of production. The Company recognizes revenue as the time is worked or as units of production are completed, which is when the revenue is earned and realized. Labor costs are recognized as the costs are incurred. The Company derives the majority of its revenue from the sale of Network Solutions and Patient Management services. Network Solutions and Patient Management services may be sold individually or combined with any of the services the Company provides. When a sale combines multiple elements, the Company accounts for multiple element arrangements in accordance with the guidance included in ASC 605-25.

Management evaluates agreements with customers in accordance with the provision of the revenue recognition topic that addresses multiple-deliverable revenue arrangements. The multiple-deliverable arrangements entered into consist of bundled managed care which included various units of accounting such as network solutions, and patient management which includes claims administration. Such elements are considered separate units of accounting due to each element having value to the customer on a stand-alone basis. The selling price for each unit of accounting is determined using contract price and management estimates. When the Company's customers purchase several products the pricing of the products sold is generally the same as if the product were sold on an individual basis. Revenue is recognized as the work is performed in accordance with our customer contracts. Based upon the nature of the Company's products, bundled managed care elements are generally delivered in the same accounting period. The Company recognizes revenue for patient management claims administration services over the life of the claim. The Company estimates, based upon prior experience in managing claims, the deferral amount from when the claim is received to when the customer contract expires.

*Accounts Receivable:* The majority of the Company's accounts receivable are due from companies in the property and casualty insurance industries, self-insured employers and governmental entities. Credit is extended based on evaluation of a customer's financial condition and, generally, collateral is not required. Accounts receivable are generally due within 30 days and are stated at amounts due from customers net of an allowance for doubtful accounts. Those accounts outstanding longer than the contractual payment terms are considered past due. The Company determines its allowance by considering a number of factors, including the length of time trade accounts receivable are past due, the Company's previous loss history, the customer's current ability to pay its obligation to the Company and the condition of the general economy and the industry as a whole. The Company writes off accounts receivable against the reserve when they become uncollectible. Accounts receivable includes \$12,357,000, and \$12,066,000 of unbilled receivables at March 31, 2015 and 2016, respectively. Unbilled receivables represent the revenue for the work performed which has not yet been invoiced to the customer. Unbilled receivables are generally invoiced within the following three months.

## CORVEL CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS Fiscal Years Ended March 31, 2014, 2015 and 2016

#### Note A — Summary of Significant Accounting Policies (continued)

*Concentrations of Credit Risk:* Substantially all of the Company's customers are payors of workers' compensation benefits and property and casualty insurance, which include insurance companies, third party administrators, self-insured employers and government entities. Receivables are generally due within 30 days. Credit losses relating to customers in the workers' compensation insurance industry consistently have been within management's expectations. Virtually all of the Company's cash is invested at financial institutions in amounts which exceed the FDIC insurance levels. No customer accounted for 10% or more of revenue for either fiscal 2014, 2015, or 2016. No customer accounted for 10% or more of accounts receivable at either March 31, 2015 or 2016.

*Property and Equipment:* Additions to property and equipment are recorded at cost. The Company provides for depreciation on property and equipment using the straight-line method by charges to operations in amounts that allocate the cost of depreciable assets over their estimated lives as follows:

<u>Asset Classification</u>	<u>Estimated Useful Life</u>
Leasehold Improvements	Shorter of five years or the life of lease
Furniture and Equipment	Five to seven years
Computer Hardware	Two to five years
Computer Software	Three to five years

The Company accounts for internally developed software costs in accordance with ASC 350-40, "Internal — Use Software". Capitalized software development costs, intended for internal use, totaled \$21,327,000 (net of \$61,012,000 in accumulated amortization) and \$25,140,000 (net of \$69,644,000 in accumulated amortization), as of March 31, 2015 and 2016, respectively. These costs are included in computer software in property and equipment and are amortized over a period of five years.

*Long-Lived Assets:* The carrying amount of all long-lived assets is evaluated periodically to determine if adjustment to the depreciation and amortization period or to the unamortized balance is warranted. Such evaluation is based principally on the expected utilization of the long-lived assets and the projected, undiscounted cash flows of the operations in which the long-lived assets are deployed.

*Goodwill and Long-Lived Assets:* The Company accounts for its business combinations in accordance with the Financial Accounting Standards Board ("FASB") ASC 805-10 through ASC 805-50, "Business Combinations" which requires that the purchase method of accounting be applied to all business combinations and addresses the criteria for initial recognition of intangible assets and goodwill. In accordance with FASB ASC 350-10 through ASC 350-30, goodwill and other intangible assets with indefinite lives are not amortized but are tested for impairment annually, or more frequently if circumstances indicate the possibility of impairment. If the carrying value of goodwill or an intangible asset exceeds its fair value, an impairment loss shall be recognized. Based on the Company's tests and reviews, no impairment of its goodwill, intangible assets or other long-lived assets existed at March 31, 2016. However, future events or changes in current circumstances could affect the recoverability of the carrying value of goodwill and long-lived assets. Should an asset be deemed impaired, an impairment loss would be recognized to the extent the carrying value of the asset exceeded its estimated fair value. Goodwill amounted to \$36,814,000 (net of accumulated amortization of \$2,069,000) at March 31, 2015 and at March 31, 2016.

*Cost of revenues:* Cost of services consists primarily of the compensation and fringe benefits of field personnel, including managers, medical bill analysts, field case managers, telephonic case managers, systems



## CORVEL CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS Fiscal Years Ended March 31, 2014, 2015 and 2016

#### Note A — Summary of Significant Accounting Policies (continued)

support, administrative support, account managers and account executives, and related facility costs including rent, telephone and office supplies. Historically, the costs associated with these additional personnel and facilities have been the most significant factor driving increases in the Company's cost of services.

*Income Taxes:* The Company provides for income taxes in accordance with provisions specified in ASC 740, "Accounting for Income Taxes". Accordingly, deferred income tax assets and liabilities are computed for differences between the financial statement and tax bases of assets and liabilities. These differences will result in taxable or deductible amounts in the future, based on tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences become deductible. In making an assessment regarding the probability of realizing a benefit from these deductible differences, management considers the Company's current and past performance, the market environment in which the Company operates, tax-planning strategies and the length of carry-forward periods for loss carry-forwards, if any. Valuation allowances are established when necessary to reduce deferred tax assets to amounts that are more likely than not to be realized. Further, the Company accrues for income tax issues not yet resolved with federal, state and local tax authorities, when it appears more likely than not that a tax liability has been incurred.

*Share-Based Compensation:* The Company accounts for share-based compensation in accordance with the provisions of ASC Topic 718 "Compensation — Stock Compensation". Under ASC 718, share-based compensation cost is measured at the grant date, based on the calculated fair value of the award, and is recognized as an expense over the employee's requisite service period (generally the vesting period of the equity grant). Share-based compensation expense is based on awards ultimately expected to vest; therefore, it has been reduced for estimated forfeitures. ASC Topic 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

*Accrual for Self-insurance Costs:* The Company self-insures for the group medical costs and workers' compensation costs of its employees. The Company purchases stop loss insurance for large claims. Management believes that the self-insurance reserves are appropriate; however, actual claims costs may differ from the original estimates requiring adjustments to the reserves. The Company determines its estimated self-insurance reserves based upon historical trends along with outstanding claims information provided by its claims paying agents.

*Earnings Per Share:* Earnings per common share-basic is based on the weighted average number of common shares outstanding during the period. Earnings per common shares-diluted is based on the weighted average number of common shares and common share equivalents outstanding during the period. In calculating earnings per share, earnings are the same for the basic and diluted calculations. Weighted average shares outstanding is greater for diluted earnings per share due to the effect of stock options.

The difference between the basic shares and the diluted shares for each of the three fiscal years ended March 31, 2014, 2015, and 2016 is as follows:

	<u>Fiscal 2014</u>	<u>Fiscal 2015</u>	<u>Fiscal 2016</u>
Basic weighted shares	21,104,000	20,669,000	19,826,000
Treasury stock impact of stock options	268,000	221,000	178,000
Diluted weighted shares	<u>21,372,000</u>	<u>20,890,000</u>	<u>20,004,000</u>



## CORVEL CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS Fiscal Years Ended March 31, 2014, 2015 and 2016

#### Note A — Summary of Significant Accounting Policies (continued)

##### **Recently Issued Accounting Standards**

On May 28, 2014, the FASB issued ASU 2014-09 regarding ASC Topic 606, *Revenue from Contracts with Customers*. The standard provides principles for recognizing revenue for the transfer of promised goods or services to customers with the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB approved a one-year delay of the effective date of this new revenue recognition standard. The guidance will now be effective for our fiscal year beginning April 1, 2018. We are currently evaluating the accounting, transition and disclosure requirements of the standard and cannot currently estimate the financial statement impact of adoption.

On November 20, 2015, the FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 alters the presentation of deferred tax items on a classified balance sheet requiring companies to unify previously separated current and noncurrent items and present them as a single noncurrent amount. We have elected to early adopt this standard as of March 31<sup>st</sup>, 2016 and have retrospectively applied the amendments to all periods presented. As a result we reclassified \$7,181,000 of current deferred tax assets to non-current deferred tax assets and netted \$7,181,000 non-current deferred tax liabilities against our non-current deferred tax assets as of March 31, 2015.

In January 2016, the FASB issued ASU 2016-01 regarding Subtopic 825-10, *Financials Instruments — Overall: Recognition and Measurements of Financial Assets and Financial Liabilities*. The standard addresses certain aspects of recognition, measurement, presentation, and disclosure of financial instruments. It requires that most equity investments be measured at fair value, with subsequent changes in fair value recognized in net income. The guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017. We are currently evaluating the accounting, transition, and disclosure requirements of the standard and cannot currently estimate the financial statement impact of adoption.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*, which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e. lessees and lessors). The standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases. This classification will determine whether the lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. The standard is effective January 1, 2019, with early adoption permitted. The standard is to be applied using a modified retrospective transition method. We are in the process of determining the effect on our consolidated financial position, results of operations and cash flows.

In March 2016, the FASB issued ASU No. 2016-09, *Improvements to Employee Share-Based Payment Accounting*, which simplifies several aspects of the accounting for employee share-based payment transactions, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification on the statement of cash flows. For public companies, the new guidance is effective for annual reporting periods (including interim periods within those periods) beginning after December 15, 2016, with early adoption permitted. We are in the process of evaluating the impact of adoption of this guidance on our financial statements.

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note B — Stock Options and Stock-Based Compensation**

Under the Company's Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan) ("the Plan") as in effect at March 31, 2016, options exercisable for up to 19,365,000 shares of the Company's common stock may be granted over the life of the Plan to key employees, non-employee directors and consultants at exercise prices not less than the fair market value of the stock at the date of grant. Options granted under the Plan are non-statutory stock options and generally vest 25% one year from date of grant and the remaining 75% vesting ratably each month for the next 36 months. The options granted to employees and the board of directors expire at the end of five years and ten years from date of grant, respectively.

The Company records compensation expense for employee stock options based on the estimated fair value of the options on the date of grant using the Black-Scholes option-pricing model with the assumptions included in the table below. The Company uses historical data among other factors to estimate the expected volatility, the expected option life, and the expected forfeiture rate. The risk-free rate is based on the interest rate paid on a U.S. Treasury issue with a term similar to the estimated life of the option. During fiscal 2016, based upon the historical experience of option cancellations, the Company has an estimated annualized forfeiture rate of 12.2%. Forfeiture rates will be adjusted over the requisite service period when actual forfeitures differ, or are expected to differ, from the estimate.

The fair value of each grant is estimated on the date of grant using the Black-Scholes option-pricing model. The following weighted average assumptions were used for fiscal years ended March 31, 2014, 2015 and 2016:

	<u>Fiscal 2014</u>	<u>Fiscal 2015</u>	<u>Fiscal 2016</u>
Expected volatility	47%	45%	43%
Risk free interest rate	0.7% to 1.5%	1.3% to 1.7%	1.25% to 1.65%
Dividend yield	0.0%	0.0%	0.0%
Weighted average option life	4.4 to 4.5 years	4.4 to 4.5 years	4.4 to 4.5 years

For the fiscal years ended March 31, 2014, 2015 and 2016, the Company recorded share-based compensation expense of \$2,140,000, \$2,209,000, and \$2,192,000, respectively. The table below shows the amounts recognized in the financial statements for the fiscal years ended March 31, 2014, 2015 and 2016.

	<u>Fiscal 2014</u>	<u>Fiscal 2015</u>	<u>Fiscal 2016</u>
Cost of revenue	\$ 672,000	\$1,021,000	\$1,288,000
General and administrative	1,468,000	1,188,000	904,000
Total cost of stock-based compensation included in income before income tax	2,140,000	2,209,000	2,192,000
Amount of income tax benefit recognized	835,000	862,000	852,000
Amount charged to net income	<u>\$1,305,000</u>	<u>\$1,347,000</u>	<u>\$1,340,000</u>
Effect on basic earnings per share	<u>\$ 0.06</u>	<u>\$ 0.07</u>	<u>\$ 0.07</u>
Effect on diluted earnings per share	<u>\$ 0.06</u>	<u>\$ 0.06</u>	<u>\$ 0.07</u>

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note B — Stock Options and Stock-Based Compensation (continued)**

All options granted in the three fiscal years ended March 31, 2014, 2015, and 2016 were granted at fair value and are non-statutory stock options. Summarized information for all stock options for the past three fiscal years follows:

	<u>Fiscal 2014</u>	<u>Fiscal 2015</u>	<u>Fiscal 2016</u>
Options outstanding – beginning of the year	1,100,952	1,115,984	1,163,179
Options granted	441,550	241,625	276,275
Options exercised	(310,729)	(111,758)	(200,753)
Options cancelled/forfeited	(115,789)	(82,672)	(123,236)
Options outstanding – end of year	<u>1,115,984</u>	<u>1,163,179</u>	<u>1,115,465</u>
During the year, weighted average exercise price of:			
Options granted	\$ 33.06	\$ 37.64	\$ 35.51
Options exercised	\$ 15.31	\$ 17.27	\$ 19.75
Options cancelled/forfeited	\$ 23.33	\$ 32.31	\$ 33.44
At the end of the year:			
Price range of outstanding options	\$7.78-\$45.55	\$7.78-\$45.55	\$9.05-\$45.55
Weighted average exercise price per share	\$ 24.80	\$ 27.65	\$ 30.36
Options available for future grants	959,295	800,342	650,345
Exercisable options	430,294	559,168	529,691

The following table summarizes the status of stock options outstanding and exercisable at March 31, 2016:

<u>Range of Exercise Prices</u>	<u>Number of Outstanding Options</u>	<u>Weighted Average Remaining Contractual Life</u>	<u>Outstanding Options – Weighted Average Exercise Price</u>	<u>Exercisable Options – Number of Exercisable Options</u>	<u>Exercisable Options – Weighted Average Exercise Price</u>
\$9.05 to \$23.10	394,458	2.74	\$19.94	326,460	\$19.34
\$23.11 to \$34.78	456,246	3.72	32.70	117,986	27.71
\$34.79 to \$44.86	209,039	3.75	40.88	56,191	40.98
\$44.87 to \$45.55	55,722	2.85	45.55	29,054	45.55
Total	<u>1,115,465</u>	<u>3.33</u>	<u>\$30.36</u>	<u>529,691</u>	<u>\$24.93</u>

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note B — Stock Options and Stock-Based Compensation (continued)**

A summary of the status for all outstanding options at March 31, 2016, and changes during the fiscal year then ended is presented in the table below:

	<u>Number of Options</u>	<u>Weighted Average Exercise Price per Share</u>	<u>Weighted Average Remaining Contractual Life (Years)</u>	<u>Aggregate Intrinsic Value as of March 31, 2016</u>
Options outstanding, March 31, 2015	1,163,179	\$27.65		
Granted	276,275	35.51		
Exercised	(200,753)	19.75		
Cancelled – forfeited	(115,300)	33.79		
Cancelled – expired	(7,936)	30.10		
Options outstanding, March 31, 2016	<u>1,115,465</u>	<u>\$30.36</u>	<u>3.33</u>	<u>\$10,862,335</u>
Options vested and expected to vest	<u>984,006</u>	<u>\$29.63</u>	<u>3.21</u>	<u>\$10,337,930</u>
Ending exercisable	<u>529,691</u>	<u>\$24.93</u>	<u>2.66</u>	<u>\$ 7,969,066</u>

The weighted average fair value of options granted during fiscal 2014, 2015, and 2016 was \$13.96, \$15.00, and \$13.68, respectively. The total intrinsic value of options exercised during fiscal years 2014, 2015, and 2016 were \$7,726,000, \$2,455,000, and \$3,581,000 respectively.

Included in the above-noted stock option grants and stock compensation expense are performance-based stock options pursuant to which vesting occurs only upon the Company achieving certain earnings per share targets as determined by the Company's board of directors. The options were valued in the same manner as the time-vesting options. However, the Company only recognizes stock compensation to the extent that the targets are probable which allow the performance options to vest. During fiscal years ended March 31, 2014, 2015, and 2016, the Company recognized stock compensation expense for performance-based options in the amount of \$630,000, \$211,000, and \$28,000, respectively.

The Company received \$3,386,000, \$1,603,000, and \$3,749,000 of cash receipts from the exercise of stock options during fiscal 2014, 2015, and 2016, respectively. As of March 31, 2016, \$4,425,000 of total unrecognized compensation costs related to stock options is expected to be recognized over a weighted average period of 3 years.

**Note C — Property and Equipment**

Property and equipment, net consisted of the following at March 31, 2015 and 2016:

	<u>2015</u>	<u>2016</u>
Computer software	\$ 101,955,000	\$ 114,883,000
Office equipment and computers	64,462,000	60,061,000
Leasehold improvements	8,594,000	9,060,000
	<u>175,011,000</u>	<u>184,004,000</u>
Less: accumulated depreciation and amortization	<u>(118,712,000)</u>	<u>(130,736,000)</u>
	<u>\$ 56,299,000</u>	<u>\$ 53,268,000</u>

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note C — Property and Equipment (continued)**

Depreciation expense totaled \$17,538,000 and \$19,502,000 for the fiscal years ended March 31, 2015 and 2016, respectively.

**Note D — Accounts and Taxes Payable and Accrued Liabilities**

Accounts and income taxes payable consisted of the following at March 31, 2015 and 2016:

	<u>2015</u>	<u>2016</u>
Accounts payable	\$13,578,000	\$11,191,000
Income taxes payable and uncertain tax positions	2,192,000	2,042,000
	<u>\$15,770,000</u>	<u>\$13,233,000</u>

Accrued liabilities consisted of the following at March 31, 2015 and 2016:

	<u>2015</u>	<u>2016</u>
Payroll, payroll taxes and employee benefits	\$17,774,000	\$18,003,000
Customer deposits	17,760,000	25,649,000
Accrued professional service fees	5,308,000	4,692,000
Self-insurance accruals	3,305,000	3,095,000
Deferred revenue	7,294,000	7,821,000
Accrued rent	5,608,000	4,907,000
Other	1,269,000	3,015,000
	<u>\$58,318,000</u>	<u>\$67,182,000</u>

**Note E — Income Taxes**

The income tax provision consisted of the following for the three fiscal years ended March 31, 2014, 2015 and 2016:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Current – Federal	\$21,978,000	\$16,534,000	\$16,600,000
Current – State	2,656,000	136,000	2,591,000
Subtotal	<u>24,634,000</u>	<u>16,670,000</u>	<u>19,191,000</u>
Deferred – Federal	(2,367,000)	312,000	(1,679,000)
Deferred – State	(152,000)	(8,000)	23,000
Subtotal	<u>(2,519,000)</u>	<u>304,000</u>	<u>(1,656,000)</u>
	<u>\$22,115,000</u>	<u>\$16,974,000</u>	<u>\$17,535,000</u>

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note E — Income Taxes (continued)**

The following is a reconciliation of the income tax provision from the statutory federal income tax rate to the effective rate for the three fiscal years ended March 31, 2014, 2015 and 2016:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Income taxes at federal statutory rate (35%)	\$20,633,000	\$15,947,000	\$16,121,000
State income taxes, net of federal benefit	1,826,000	1,535,000	1,704,000
Uncertain tax positions	(245,000)	1,346,000	78,000
Adjustments to returns as filed	(293,000)	(1,978,000)	(232,000)
Other	194,000	124,000	(136,000)
	<u>\$22,115,000</u>	<u>\$16,974,000</u>	<u>\$17,535,000</u>

Income taxes paid totaled \$20,791,000, \$19,528,000, and \$13,589,000 for the fiscal years ended March 31, 2014, 2015, and 2016, respectively.

Deferred tax assets and liabilities at March 31, 2015 and 2016 are:

	<u>2015</u>	<u>2016</u>
Deferred income tax assets:		
Accrued liabilities not currently deductible	\$ 7,547,000	\$ 9,656,000
Allowance for doubtful accounts	631,000	696,000
Stock-based compensation	1,044,000	1,245,000
Accrued rent	2,152,000	1,875,000
Other	830,000	762,000
Deferred assets	<u>12,204,000</u>	<u>14,234,000</u>
Deferred income tax liabilities:		
Excess of book over tax basis of fixed assets	(15,985,000)	(16,151,000)
Intangible assets	(5,217,000)	(5,555,000)
Other	(564,000)	(434,000)
Deferred liabilities	<u>(21,766,000)</u>	<u>(22,140,000)</u>
Net deferred tax liability	<u>\$ (9,562,000)</u>	<u>\$ (7,906,000)</u>

Prepaid expenses and taxes include \$5,758,000 and \$301,000 at March 31, 2015 and 2016, respectively, for income taxes due in the first quarter of the succeeding fiscal year.

A reconciliation of the financial statement recognition and measurement of unrecognized tax positions during the current fiscal year is as follows:

Balance as of March 31, 2015	\$1,989,000
Additions based on tax positions related to the current year	337,000
Additions for tax positions of prior years	—
Reductions for tax positions related to the current year	(229,000)
Reductions for tax positions of prior years	(267,000)
Balance as of March 31, 2016	<u>\$1,830,000</u>

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note E — Income Taxes (continued)**

The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. During the years ended March 31, 2014, 2015 and 2016, the Company recognized approximately (\$173,000), \$57,000 and \$72,000 in interest and penalties, respectively. As of March 31, 2014, 2015 and 2016, accrued interest and penalties related to uncertain tax positions were \$83,000, \$140,000 and \$212,000, respectively.

The tax fiscal years 2012-2015 remain open to examination by the major taxing jurisdictions to which the Company is subject.

**Note F — Employee Stock Purchase Plan**

The Company maintains an Employee Stock Purchase Plan (“ESPP”) which allows employees of the Company and its subsidiaries to purchase shares of common stock on the last day of two six-month purchase periods (i.e. March 31 and September 30) at a purchase price which is 95% of the closing sale price of shares as quoted on NASDAQ on the last day of such purchase period. Employees are allowed to contribute up to 20% of their gross pay. A maximum of 2,850,000 shares has been authorized for issuance under the ESPP, as amended. As of March 31, 2016, 2,450,271 had been issued pursuant to the ESPP. Summarized ESPP information is as follows:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Employee contributions	\$346,000	\$400,000	\$371,000
Shares acquired	8,489	12,299	10,975
Average purchase price	\$ 40.71	\$ 32.52	\$ 33.81

**Note G — Treasury Stock**

During each of the fiscal years in the three fiscal year period ended March 31, 2016, the Company continued to repurchase shares of its common stock under a plan originally approved by the Company’s Board of Directors in 1996. Including a 1,000,000 share expansion authorized in November 2015, the total number of shares of common stock authorized to be repurchased over the life of the plan is 35,000,000 shares of common stock. Purchases may be made from time to time depending on market conditions and other relevant factors. The share repurchases for fiscal years ended March 31, 2014, 2015 and 2016 and cumulatively since inception of the authorization are as follows:

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Cumulative</u>
Shares repurchased	830,460	845,014	893,771	33,886,000
Cost	\$27,179,000	\$31,798,000	\$31,525,000	\$391,803,000
Average price	\$ 32.73	\$ 37.63	\$ 35.27	\$ 11.56

During the period subsequent to March 31, 2016, through the date of filing this report, the Company repurchased 26,555 shares for \$1.1 million or an average of \$42.71 per share. The repurchased shares were recorded as treasury stock, at cost, and are available for general corporate purposes. The repurchases were primarily financed from cash generated from operations and from the cash proceeds from the exercise of stock options.



## CORVEL CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS Fiscal Years Ended March 31, 2014, 2015 and 2016

#### **Note H — Commitments**

The Company leases office facilities under non-cancelable operating leases. Some of these leases contain escalation clauses. Future minimum rental commitments under operating leases at March 31, 2016 are \$13,458,000 in fiscal 2017, \$10,335,000 in fiscal 2018, \$7,553,000 in fiscal 2019, \$5,363,000 in fiscal 2020, \$4,317,000 in fiscal 2021, \$5,211,000 thereafter, and \$46,237,000 in the aggregate. Total rental expense of \$13,890,000, \$15,297,000, and \$14,405,000 was charged to operations for the fiscal years ended March 31, 2014, 2015, and 2016, respectively.

#### **Note I — Contingencies and Legal Proceedings**

The Company is involved in litigation arising in the normal course of business. Management believes that resolution of these matters will not result in any payment that, in the aggregate, would be material to the financial position or results of the operations of the Company.

#### **Note J — Retirement Savings Plan**

The Company maintains a retirement savings plan for its employees, which is a qualified plan under Section 401(k) of the Internal Revenue Code. Full-time employees that meet certain requirements are eligible to participate in the plan. Employer contributions are made annually, primarily at the discretion of the Company's Board of Directors. Contributions of \$338,000, \$443,000 and \$392,000 were charged to operations for the fiscal years ended March 31, 2014, 2015, and 2016, respectively.

#### **Note K — Shareholder Rights Plan**

During fiscal 1997, the Company's Board of Directors approved the adoption of a Shareholder Rights Plan. The Shareholder Rights Plan provides for a dividend distribution to CorVel stockholders of one preferred stock purchase right for each outstanding share of CorVel's common stock under certain circumstances. In April 2002, the Board of Directors of CorVel approved an amendment to the Shareholder Rights Plan to extend the expiration date of the rights to February 10, 2012, set the exercise price of each right at \$118, and enable Fidelity Management & Research Company and its affiliates to purchase up to 18% of the shares of common stock of the Company without triggering the stockholder rights, with the limitations under the Shareholder Rights Plan remaining in effect for all other stockholders of the Company. In November 2008, the Company's Board of Directors approved an amendment to the Shareholder Rights Plan to extend the expiration date of the rights to February 10, 2022, remove the ability of Fidelity Management & Research Company and its affiliates to purchase up to 18% of the shares of common stock of the Company without triggering the stockholder rights, substitute Computershare Trust Company, N.A. as the rights agent and effect certain technical changes to the Shareholder Rights Plan.

Generally, the Shareholder Rights Plan provides that if a person or group acquires 15% or more of the Company's common stock without the approval of the Board, subject to certain exceptions, the holders of the rights, other than the acquiring person or group, would, under certain circumstances, have the right to purchase additional shares of the Company's common stock having a market value equal to two times the then-current exercise price of the right. In addition, if the Company is thereafter merged into another entity, or if 50% or more of the Company's consolidated assets or earning power are sold, then the right will entitle its holder to buy common shares of the acquiring entity having a market value equal to two times the then-current exercise price of the right. The Company's Board of Directors may exchange or redeem the rights under certain conditions.

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note L — Line of Credit**

In September 2015, the Company renewed a line of credit agreement. The line is with a financial institution to provide a revolving credit facility with borrowing capacity of up to \$10 million. Borrowings under this agreement, as amended, bear interest, at the Company's option, at a fixed LIBOR-based rate plus 1.50% or at a fluctuating rate determined by the financial institution to be 1.50% above the daily one-month LIBOR rate. The loan covenants require the Company to maintain the current assets to liabilities ratio of at least 1.25:1, debt to tangible net worth not greater than 1.25:1 and have positive net income. There were no outstanding revolving loans as of March 31, 2016, but letters of credit in the aggregate amount of \$4.5 million have been issued separate from the line of credit and therefore do not reduce the amount of borrowings available under the revolving credit facility. The credit agreement expires in September 2016.

**Note M — Quarterly Results (Unaudited)**

The following is a summary of unaudited quarterly results of operations for each of the quarters in the two fiscal years ended March 31, 2015 and 2016:

	<u>Revenues</u>	<u>Gross Profit</u>	<u>Net Income</u>	<u>Net Income per Basic Common Share</u>	<u>Net Income per Diluted Common Share</u>
<b>Fiscal Year Ended March 31, 2015:</b>					
First Quarter	\$124,364,000	\$27,700,000	\$8,299,000	\$0.40	\$0.39
Second Quarter	123,714,000	25,467,000	7,883,000	0.38	0.37
Third Quarter	122,352,000	24,128,000	6,832,000	0.33	0.33
Fourth Quarter	122,195,000	22,674,000	5,576,000	0.27	0.27
<b>Fiscal Year Ended March 31, 2016:</b>					
First Quarter	\$126,939,000	\$26,183,000	\$6,900,000	\$0.34	\$0.34
Second Quarter	124,460,000	26,684,000	8,267,000	0.42	0.41
Third Quarter	123,891,000	25,232,000	6,691,000	0.34	0.34
Fourth Quarter	128,294,000	26,445,000	6,667,000	0.34	0.34

**Note N — Segment Reporting**

The Company derives the majority of its revenues from providing patient management and network solutions services to payors of workers' compensation benefits, automobile insurance claims and health insurance benefits. Patient management services include claims administration, utilization review, medical case management, and vocational rehabilitation. Network solutions revenues include fee schedule auditing, hospital bill auditing, coordination of independent medical examinations, diagnostic imaging review services and preferred provider referral services. The percentages of revenues attributable to patient management and network solutions services for the fiscal years ended March 31, 2014, 2015, and 2016 are listed below.

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Patient management services	51.9%	54.5%	55.1%
Network solutions services	48.1%	45.5%	44.9%
	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

**CORVEL CORPORATION**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years Ended March 31, 2014, 2015 and 2016**

**Note N — Segment Reporting (continued)**

The Company's management is structured geographically with regional vice-presidents who report to the Chief Executive Officer of the Company. Each of these regional vice-presidents is responsible for all services provided by the Company in his or her particular region and responsible for the operating results of the Company in multiple states. These regional vice-presidents have area and district managers who are also responsible for all services provided by the Company in their given area and district.

Under FASB ASC 280-10, two or more operating segments may be aggregated into a single operating segment for financial reporting purposes if aggregation is consistent with the objective and basic principles, if the segments have similar economic characteristics, and if the segments are similar in each of the following areas: 1) the nature of products and services; 2) the nature of the production processes; 3) the type or class of customer for their products and services; and 4) the methods used to distribute their products or provide their services. The Company believes each of the Company's regions meet these criteria as they provide similar managed care services to similar customers using similar methods of productions and similar methods to distribute their services. All of the Company's regions perform both patient management and network solutions services.

Because the Company believes it meets each of the criteria set forth above and each of the Company's regions has similar economic characteristics, the Company aggregates its results of operations in one reportable operating segment.

**Note O — Other Intangible Assets**

Other intangible assets consist of the following at March 31, 2015:

<u>Item</u>	<u>Life</u>	<u>Cost</u>	<u>Fiscal 2015 Amortization Expense</u>	<u>Accumulated Amortization at March 31, 2015</u>	<u>Cost, Net of Accumulated Amortization at March 31, 2015</u>
Covenant Not to Compete	5 years	\$ 775,000	\$ 20,000	\$ 762,000	\$ 13,000
Customer relationships	18-20 years	7,922,000	423,000	3,299,000	4,623,000
TPA Licenses	15 years	204,000	14,000	104,000	100,000
<b>Total</b>		<b><u>\$8,901,000</u></b>	<b><u>\$457,000</u></b>	<b><u>\$4,165,000</u></b>	<b><u>\$4,736,000</u></b>

Other intangible assets consist of the following at March 31, 2016:

<u>Item</u>	<u>Life</u>	<u>Cost</u>	<u>Fiscal 2016 Amortization Expense</u>	<u>Accumulated Amortization at March 31, 2016</u>	<u>Cost, Net of Accumulated Amortization at March 31, 2016</u>
Covenant Not to Compete	5 years	\$ 775,000	\$ 13,000	\$ 775,000	\$ —
Customer Relationships	18-20 years	7,922,000	423,000	3,721,000	4,201,000
TPA Licenses	15 years	204,000	14,000	118,000	86,000
<b>Total</b>		<b><u>\$8,901,000</u></b>	<b><u>\$450,000</u></b>	<b><u>\$4,614,000</u></b>	<b><u>\$4,287,000</u></b>

Amortization expense for the next five fiscal years is expected to be \$437,000 in fiscal 2017, \$437,000 in fiscal 2018, \$437,000 in fiscal 2019, \$437,000 in fiscal 2020, \$437,000 in fiscal 2021, and \$2,110,000 thereafter.

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Title — Method of Filing</u>
3.1	Amended and Restated Certificate of Incorporation of the Company — Incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on August 10, 2011.
3.2	Amended and Restated Bylaws of the Company — Incorporated herein by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2006 filed on August 14, 2006.
3.3	Certificate of Designation Increasing the Number of Shares of Series A Junior Participating Preferred Stock — Incorporated herein by reference to Exhibit 3.1 to the Company's Form 8-K filed on November 24, 2008.
4.1	Second Amended and Restated Preferred Shares Rights Agreement, dated as of November 17, 2008, by and between CorVel Corporation and Computershare Trust Company, N.A., including the original Certificate of Designation, the Certificate of Designation Increasing the Number of Shares, the form of Right Certificate (as amended) and the Summary of Rights (as amended) attached thereto as Exhibits A-1, A-2, A-3, B and C, respectively — Incorporated herein by reference to Exhibit 4.1 to the Company's Form 8-K filed on November 24, 2008.
10.1*	Nonqualified Stock Option Agreement between V. Gordon Clemons, Sr., the Company and North Star together with all amendments and addendums thereto — Incorporated herein by reference to Exhibit 10.6 to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.2*	Supplementary Agreement between V. Gordon Clemons, Sr., the Company and North Star — Incorporated herein by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.3*	Amendment to Supplementary Agreement between V. Gordon Clemons, Sr., the Company and North Star — Incorporated herein by reference to Exhibit 10.5 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1992 filed on June 29, 1992.
10.4*	Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan) — Incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on November 5, 2015.
10.5*	Forms of Notice of Grant of Stock Option, Stock Option Agreement and Notice of Exercise Under the Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option) — Incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2006 filed on November 9, 2006, Exhibits 10.7, 10.8 and 10.9 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1994 filed on June 29, 1994, Exhibits 99.2, 99.3, 99.4, 99.5, 99.6, 99.7 and 99.8 to the Company's Registration Statement on Form S-8 (File No. 333-94440) filed on July 10, 1995, and Exhibits 99.3 and 99.5 to the Company's Registration Statement on Form S-8 (File No. 333-58455) filed on July 2, 1998.
10.6	Employment Agreement of V. Gordon Clemons, Sr. — Incorporated herein by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.7	Restated 1991 Employee Stock Purchase Plan, as amended — Incorporated herein by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015 filed on November 5, 2015.

## EXHIBIT INDEX (continued)

<u>Exhibit No.</u>	<u>Title — Method of Filing</u>
10.8	Fidelity Master Plan for Savings and Investment, and amendments — Incorporated herein by reference to Exhibits 10.16 and 10.16A to the Company's Registration Statement on Form S-1 Registration No. 33-40629 initially filed on May 16, 1991.
10.9	Second Amended and Restated Preferred Shares Rights Agreement, dated as of November 17, 2008, by and between CorVel Corporation and Computershare Trust Company, N.A., including the original Certificate of Designation, the Certificate of Designation Increasing the Number of Shares, the form of Right Certificate (as amended) and the Summary of Rights (as amended) attached thereto as Exhibits A-1, A-2, A-3, B and C, respectively. Incorporated herein by reference to Exhibit 4.1 to the Company's Form 8-K filed on November 24, 2008.
10.10	Credit Agreement dated May 28, 2009 by and between CorVel Corporation and Wells Fargo Bank, National Association. — Incorporated herein by reference to Exhibit 10.16 to the Company's Current Report on Form 8-K filed on June 4, 2009.
10.11	Revolving Line of Credit Note dated May 28, 2009 by CorVel Corporation in favor of Wells Fargo Bank, National Association — Incorporated herein by reference to Exhibit 10.17 to the Company's Current Report on Form 8-K filed on June 4, 2009.
10.12	First Amendment to Credit Agreement dated June 2, 2010 by and between CorVel Corporation and Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 7, 2010.
10.13	Revolving Line of Credit Note dated June 2, 2010 by CorVel Corporation in favor of Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 7, 2010.
10.14*	Stock Option Agreement dated December 6, 2010 between the company and Diane J. Blaha, providing performance vesting. Incorporated herein by reference to Exhibit 10.32 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2014 filed on June 12, 2014.
10.15	Second Amendment to Credit Agreement dated September 1, 2011 by and between CorVel Corporation and Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 31, 2011.
10.16	Revolving Line of Credit Note dated September 1, 2011 by CorVel Corporation in favor of Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on August 31, 2011.
10.17*†	Stock option agreement dated November 3, 2011 between the Company and Diane J. Blaha, providing performance vesting. Incorporated herein by references to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2015 filed on June 11, 2015.
10.18	Third Amendment to Credit Agreement dated September 1, 2012 by and between CorVel Corporation and Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 7, 2012.
10.19	Revolving Line of Credit Note dated September 1, 2012 by CorVel Corporation in favor of Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 7, 2012.
10.20*†	Stock option agreement dated March 1, 2013 between the Company and V. Gordon Clemons, Sr., providing performance vesting. Refiled herewith.

## EXHIBIT INDEX (continued)

<u>Exhibit No.</u>	<u>Title — Method of Filing</u>
10.21*†	Stock option agreement dated March 1, 2013 between the Company and Scott McCloud, providing performance vesting. Refiled herewith.
10.22*†	Stock option agreement dated March 1, 2013 between the Company and Donald C. McFarlane, providing performance vesting. Refiled herewith.
10.23*†	Stock option agreement dated March 1, 2013 between the Company and Diane J. Blaha, providing performance vesting. Refiled herewith.
10.24	Fourth Amendment to Credit Agreement dated September 1, 2013 by and between CorVel Corporation and Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 5, 2013.
10.25	Revolving Line of Credit Note dated September 1, 2013 by CorVel Corporation in favor of Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 5, 2013.
10.26*†	Stock option agreement dated November 4, 2013 between the Company and Scott McCloud, providing performance vesting. Refiled herewith.
10.27*†	Stock option agreement dated November 4, 2013 between the Company and Donald C. McFarlane, providing performance vesting. Refiled herewith.
10.28*†	Stock option agreement dated November 4, 2013 between the Company and Diane J. Blaha, providing performance vesting. Refiled herewith.
10.29*†	Stock option agreement dated November 4, 2013, between the Company and Richard Scheppe, providing performance vesting. Refiled herewith.
10.30*†	Stock option agreement dated March 1, 2013, between the Company and Richard Scheppe, providing performance vesting. Refiled herewith.
10.31	Fifth Amendment to Credit Agreement dated September 1, 2014 by and between CorVel Corporation and Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 5, 2014.
10.32	Revolving Line of Credit Note dated September 1, 2014 by CorVel Corporation in favor of Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 5, 2014.
10.33*†	Stock option agreement dated November 10, 2014, between the Company and Richard Scheppe, providing performance vesting. Refiled herewith
10.34*†	Stock option agreement dated November 10, 2014, between the Company and Diane J. Blaha, providing performance vesting. Refiled herewith.
10.35	Sixth Amendment to Credit Agreement dated September 1, 2015 by and between CorVel Corporation and Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 4, 2015.
10.36	Revolving Line of Credit Note dated September 1, 2015 by CorVel Corporation in favor of Wells Fargo Bank, National Association. Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 4, 2015.



## EXHIBIT INDEX (continued)

<u>Exhibit No.</u>	<u>Title — Method of Filing</u>
10.37*†	Stock option agreement dated November 10, 2015, between the Company and Richard J. Scheweppe, providing performance vesting. Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 12, 2015.
10.38*†	Stock option agreement dated November 10, 2015, between the Company and Michael G. Combs, providing performance vesting. Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on November 12, 2015.
10.39*†	Stock option agreement dated November 10, 2015, between the Company and Diane J. Blaha, providing performance vesting. Incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on November 12, 2015.
21.1	Subsidiaries of the Company. Filed herewith.
23.1	Consent of Independent Registered Public Accounting Firm, Haskell & White LLP. Filed herewith.
31.1	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. — Filed herewith.
31.2	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. — Filed herewith.
32.1	Certification of the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. — Furnished herewith.
32.2	Certification of the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. — Furnished herewith.
101.0	The following materials from CorVel Corporation's Annual Report on Form 10-K for the fiscal year ended March 31, 2016, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of March 31, 2016 and March 31, 2015; (ii) Consolidated Income Statements for the fiscal years ended March 31, 2016, 2015 and 2014; (iii) Consolidated Statements of Stockholders' Equity for the fiscal years ended March 31, 2016, 2015 and 2014; (iv) Consolidated Statements of Cash Flows for the fiscal years ended March 31, 2016, 2015 and 2014; and (v) Notes to Consolidated Financial Statements.

\* — Denotes management contract or compensatory plan or arrangement.

† — Confidential treatment has been requested for certain confidential portions of this exhibit pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.



**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Gordon Clemons**  
 2010 Main Street, Suite 600  
 Irvine, CA United States 92614  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004755
Date of Grant	3/1/2013
Stock Option Plan	1988
Option Price Per Share	\$ 48.48
Total Number of Shares Granted	10,000.00
Total Price of Shares Granted	\$484,800.00
Expiration Date	3/1/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 CorVel Corporation

March 4, 2013  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Gordon Clemons

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 3/4/2013  
 Time: 10:50:04AM

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability.** This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service.**

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction.**

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.



**NOTICE OF EXERCISE OF STOCK OPTION**

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term “Subsidiary” shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

**Schedule A: Performance Option**

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2013, 2014, 2015

	<u>CY 2013</u>	<u>CY 2014</u>	<u>CY 2015</u>
EPS Target for each calendar year	\$ 1.255	\$ 1.380	\$ 1.520
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.320	\$ 1.450	\$ 1.595
To earn 80% of tranche (100% of EPS target)	\$ 1.255	\$ 1.380	\$ 1.520
To earn 30% of tranche (95% of EPS target)	\$ 1.190	\$ 1.310	\$ 1.445
EPS at Zero (90% of EPS target)	\$ 1.130	\$ 1.240	\$ 1.365

**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year**

**CY 2013, 2014, 2015**

<b>Option grant:</b>	20000	Shares option grant
<b>CY 2013 Tranche</b>	6000	30% of total grant
<b>CY 2014 Tranche</b>	6000	30% of total grant
<b>CY 2015 Tranche</b>	8000	40% of total grant

CY 2013			CY 2014			CY 2015		
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.130	0.0%	0	\$1.240	0.0%	0	\$1.365	0.0%	0
\$1.135	2.5%	150	\$1.245	2.1%	129	\$1.370	1.9%	150
\$1.140	5.0%	300	\$1.250	4.3%	257	\$1.375	3.8%	300
\$1.145	7.5%	450	\$1.255	6.4%	386	\$1.380	5.6%	450
\$1.150	10.0%	600	\$1.260	8.6%	514	\$1.385	7.5%	600
\$1.155	12.5%	750	\$1.265	10.7%	643	\$1.390	9.4%	750
\$1.160	15.0%	900	\$1.270	12.9%	771	\$1.395	11.3%	900
\$1.165	17.5%	1,050	\$1.275	15.0%	900	\$1.400	13.1%	1,050
\$1.170	20.0%	1,200	\$1.280	17.1%	1,029	\$1.405	15.0%	1,200
\$1.175	22.5%	1,350	\$1.285	19.3%	1,157	\$1.410	16.9%	1,350
\$1.180	25.0%	1,500	\$1.290	21.4%	1,286	\$1.415	18.8%	1,500
\$1.185	27.5%	1,650	\$1.295	23.6%	1,414	\$1.420	20.6%	1,650
\$1.190	30.0%	1,800	\$1.300	25.7%	1,543	\$1.425	22.5%	1,800
\$1.195	33.8%	2,031	\$1.305	27.9%	1,671	\$1.430	24.4%	1,950
\$1.200	37.7%	2,262	\$1.310	30.0%	1,800	\$1.435	26.3%	2,100
\$1.205	41.5%	2,492	\$1.315	33.6%	2,014	\$1.440	28.1%	2,250
\$1.210	45.4%	2,723	\$1.320	37.1%	2,229	\$1.445	30.0%	2,400
\$1.215	49.2%	2,954	\$1.325	40.7%	2,443	\$1.450	33.3%	2,667
\$1.220	53.1%	3,185	\$1.330	44.3%	2,657	\$1.455	36.7%	2,933
\$1.225	56.9%	3,415	\$1.335	47.9%	2,871	\$1.460	40.0%	3,200
\$1.230	60.8%	3,646	\$1.340	51.4%	3,086	\$1.465	43.3%	3,467
\$1.235	64.6%	3,877	\$1.345	55.0%	3,300	\$1.470	46.7%	3,733
\$1.240	68.5%	4,108	\$1.350	58.6%	3,514	\$1.475	50.0%	4,000
\$1.245	72.3%	4,338	\$1.355	62.1%	3,729	\$1.480	53.3%	4,267
\$1.250	76.2%	4,569	\$1.360	65.7%	3,943	\$1.485	56.7%	4,533
\$1.255	80.0%	4,800	\$1.365	69.3%	4,157	\$1.490	60.0%	4,800
\$1.260	81.5%	4,892	\$1.370	72.9%	4,371	\$1.495	63.3%	5,067
\$1.265	83.1%	4,985	\$1.375	76.4%	4,586	\$1.500	66.7%	5,333
\$1.270	84.6%	5,077	\$1.380	80.0%	4,800	\$1.505	70.0%	5,600
\$1.275	86.2%	5,169	\$1.385	81.4%	4,886	\$1.510	73.3%	5,867
\$1.280	87.7%	5,262	\$1.390	82.9%	4,971	\$1.515	76.7%	6,133
\$1.285	89.2%	5,354	\$1.395	84.3%	5,057	\$1.520	80.0%	6,400
\$1.290	90.8%	5,446	\$1.400	85.7%	5,143	\$1.525	81.3%	6,507
\$1.295	92.3%	5,538	\$1.405	87.1%	5,229	\$1.530	82.7%	6,613
\$1.300	93.8%	5,631	\$1.410	88.6%	5,314	\$1.535	84.0%	6,720
\$1.305	95.4%	5,723	\$1.415	90.0%	5,400	\$1.540	85.3%	6,827
\$1.310	96.9%	5,815	\$1.420	91.4%	5,486	\$1.545	86.7%	6,933
\$1.315	98.5%	5,908	\$1.425	92.9%	5,571	\$1.550	88.0%	7,040
\$1.320	100.0%	6,000	\$1.430	94.3%	5,657	\$1.555	89.3%	7,147
			\$1.435	95.7%	5,743	\$1.560	90.7%	7,253
			\$1.440	97.1%	5,829	\$1.565	92.0%	7,360
			\$1.445	98.6%	5,914	\$1.570	93.3%	7,467
			\$1.450	100.0%	6,000	\$1.575	94.7%	7,573
						\$1.580	96.0%	7,680
						\$1.585	97.3%	7,787
						\$1.590	98.7%	7,893
						\$1.595	100.0%	8,000

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.



**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Scott R. McCloud**  
 511 NW Mawcrest Place  
 Gresham, OR United States 97030  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004769
Date of Grant	3/1/2013
Stock Option Plan	1988
Option Price Per Share	\$ 48.48
Total Number of Shares Granted	500.00
Total Price of Shares Granted	\$24,240.00
Expiration Date	3/1/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 CorVel Corporation

March 14, 2013  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Scott R. McCloud

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 3/14/2013  
 Time: 9:57:39AM

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability.** This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service.**

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction.**

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.



NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term “Subsidiary” shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

**Schedule A: Performance Option**

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2013, 2014, 2015

	<u>CY 2013</u>	<u>CY 2014</u>	<u>CY 2015</u>
EPS Target for each calendar year	\$ 1.255	\$ 1.380	\$ 1.520
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.320	\$ 1.450	\$ 1.595
To earn 80% of tranche (100% of EPS target)	\$ 1.255	\$ 1.380	\$ 1.520
To earn 30% of tranche (95% of EPS target)	\$ 1.190	\$ 1.310	\$ 1.445
EPS at Zero (90% of EPS target)	\$ 1.130	\$ 1.240	\$ 1.365

**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year**

**CY 2013, 2014, 2015**

<b>Option grant:</b>	1000	Shares option grant
<b>CY 2013 Tranche</b>	300	30% of total grant
<b>CY 2014 Tranche</b>	300	30% of total grant
<b>CY 2015 Tranche</b>	400	40% of total grant

CY 2013			CY 2014			CY 2015		
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.130	0.0%	0	\$1.240	0.0%	0	\$1.365	0.0%	0
\$1.135	2.5%	8	\$1.245	2.1%	6	\$1.370	1.9%	8
\$1.140	5.0%	15	\$1.250	4.3%	13	\$1.375	3.8%	15
\$1.145	7.5%	23	\$1.255	6.4%	19	\$1.380	5.6%	23
\$1.150	10.0%	30	\$1.260	8.6%	26	\$1.385	7.5%	30
\$1.155	12.5%	38	\$1.265	10.7%	32	\$1.390	9.4%	38
\$1.160	15.0%	45	\$1.270	12.9%	39	\$1.395	11.3%	45
\$1.165	17.5%	53	\$1.275	15.0%	45	\$1.400	13.1%	53
\$1.170	20.0%	60	\$1.280	17.1%	51	\$1.405	15.0%	60
\$1.175	22.5%	68	\$1.285	19.3%	58	\$1.410	16.9%	68
\$1.180	25.0%	75	\$1.290	21.4%	64	\$1.415	18.8%	75
\$1.185	27.5%	83	\$1.295	23.6%	71	\$1.420	20.6%	83
\$1.190	30.0%	90	\$1.300	25.7%	77	\$1.425	22.5%	90
\$1.195	33.8%	102	\$1.305	27.9%	84	\$1.430	24.4%	98
\$1.200	37.7%	113	\$1.310	30.0%	90	\$1.435	26.3%	105
\$1.205	41.5%	125	\$1.315	33.6%	101	\$1.440	28.1%	113
\$1.210	45.4%	136	\$1.320	37.1%	111	\$1.445	30.0%	120
\$1.215	49.2%	148	\$1.325	40.7%	122	\$1.450	33.3%	133
\$1.220	53.1%	159	\$1.330	44.3%	133	\$1.455	36.7%	147
\$1.225	56.9%	171	\$1.335	47.9%	144	\$1.460	40.0%	160
\$1.230	60.8%	182	\$1.340	51.4%	154	\$1.465	43.3%	173
\$1.235	64.6%	194	\$1.345	55.0%	165	\$1.470	46.7%	187
\$1.240	68.5%	205	\$1.350	58.6%	176	\$1.475	50.0%	200
\$1.245	72.3%	217	\$1.355	62.1%	186	\$1.480	53.3%	213
\$1.250	76.2%	228	\$1.360	65.7%	197	\$1.485	56.7%	227
\$1.255	80.0%	240	\$1.365	69.3%	208	\$1.490	60.0%	240
\$1.260	81.5%	245	\$1.370	72.9%	219	\$1.495	63.3%	253
\$1.265	83.1%	249	\$1.375	76.4%	229	\$1.500	66.7%	267
\$1.270	84.6%	254	\$1.380	80.0%	240	\$1.505	70.0%	280
\$1.275	86.2%	258	\$1.385	81.4%	244	\$1.510	73.3%	293
\$1.280	87.7%	263	\$1.390	82.9%	249	\$1.515	76.7%	307
\$1.285	89.2%	268	\$1.395	84.3%	253	\$1.520	80.0%	320
\$1.290	90.8%	272	\$1.400	85.7%	257	\$1.525	81.3%	325
\$1.295	92.3%	277	\$1.405	87.1%	261	\$1.530	82.7%	331
\$1.300	93.8%	282	\$1.410	88.6%	266	\$1.535	84.0%	336
\$1.305	95.4%	286	\$1.415	90.0%	270	\$1.540	85.3%	341
\$1.310	96.9%	291	\$1.420	91.4%	274	\$1.545	86.7%	347
\$1.315	98.5%	295	\$1.425	92.9%	279	\$1.550	88.0%	352
\$1.320	100.0%	300	\$1.430	94.3%	283	\$1.555	89.3%	357
			\$1.435	95.7%	287	\$1.560	90.7%	363
			\$1.440	97.1%	291	\$1.565	92.0%	368
			\$1.445	98.6%	296	\$1.570	93.3%	373
			\$1.450	100.0%	300	\$1.575	94.7%	379
						\$1.580	96.0%	384
						\$1.585	97.3%	389
						\$1.590	98.7%	395
						\$1.595	100.0%	400

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Donald C. McFarlane**  
 18 Morningview Circle  
 Lake Oswego, OR United States 97035  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004763
Date of Grant	3/1/2013
Stock Option Plan	1988
Option Price Per Share	\$ 48.48
Total Number of Shares Granted	3,000.00
Total Price of Shares Granted	\$145,440.00
Expiration Date	3/1/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 CorVel Corporation

March 4, 2013  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Donald C. McFarlane

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 3/4/2013  
 Time: 10:50:04AM



**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability.** This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service.**

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction.**

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.

NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.



J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term "Subsidiary" shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

**Schedule A: Performance Option**

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2013, 2014, 2015

	<u>CY 2013</u>	<u>CY 2014</u>	<u>CY 2015</u>
EPS Target for each calendar year	\$ 1.255	\$ 1.380	\$ 1.520
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.320	\$ 1.450	\$ 1.595
To earn 80% of tranche (100% of EPS target)	\$ 1.255	\$ 1.380	\$ 1.520
To earn 30% of tranche (95% of EPS target)	\$ 1.190	\$ 1.310	\$ 1.445
EPS at Zero (90% of EPS target)	\$ 1.130	\$ 1.240	\$ 1.365

**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year**

**CY 2013, 2014, 2015**

<b>Option grant:</b>	6000	Shares option grant
<b>CY 2013 Tranche</b>	1800	30% of total grant
<b>CY 2014 Tranche</b>	1800	30% of total grant
<b>CY 2015 Tranche</b>	2400	40% of total grant

CY 2013			CY 2014			CY 2015		
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.130	0.0%	0	\$1.240	0.0%	0	\$1.365	0.0%	0
\$1.135	2.5%	45	\$1.245	2.1%	39	\$1.370	1.9%	45
\$1.140	5.0%	90	\$1.250	4.3%	77	\$1.375	3.8%	90
\$1.145	7.5%	135	\$1.255	6.4%	116	\$1.380	5.6%	135
\$1.150	10.0%	180	\$1.260	8.6%	154	\$1.385	7.5%	180
\$1.155	12.5%	225	\$1.265	10.7%	193	\$1.390	9.4%	225
\$1.160	15.0%	270	\$1.270	12.9%	231	\$1.395	11.3%	270
\$1.165	17.5%	315	\$1.275	15.0%	270	\$1.400	13.1%	315
\$1.170	20.0%	360	\$1.280	17.1%	309	\$1.405	15.0%	360
\$1.175	22.5%	405	\$1.285	19.3%	347	\$1.410	16.9%	405
\$1.180	25.0%	450	\$1.290	21.4%	386	\$1.415	18.8%	450
\$1.185	27.5%	495	\$1.295	23.6%	424	\$1.420	20.6%	495
\$1.190	30.0%	540	\$1.300	25.7%	463	\$1.425	22.5%	540
\$1.195	33.8%	609	\$1.305	27.9%	501	\$1.430	24.4%	585
\$1.200	37.7%	678	\$1.310	30.0%	540	\$1.435	26.3%	630
\$1.205	41.5%	748	\$1.315	33.6%	604	\$1.440	28.1%	675
\$1.210	45.4%	817	\$1.320	37.1%	669	\$1.445	30.0%	720
\$1.215	49.2%	886	\$1.325	40.7%	733	\$1.450	33.3%	800
\$1.220	53.1%	955	\$1.330	44.3%	797	\$1.455	36.7%	880
\$1.225	56.9%	1,025	\$1.335	47.9%	861	\$1.460	40.0%	960
\$1.230	60.8%	1,094	\$1.340	51.4%	926	\$1.465	43.3%	1,040
\$1.235	64.6%	1,163	\$1.345	55.0%	990	\$1.470	46.7%	1,120
\$1.240	68.5%	1,232	\$1.350	58.6%	1,054	\$1.475	50.0%	1,200
\$1.245	72.3%	1,302	\$1.355	62.1%	1,119	\$1.480	53.3%	1,280
\$1.250	76.2%	1,371	\$1.360	65.7%	1,183	\$1.485	56.7%	1,360
\$1.255	80.0%	1,440	\$1.365	69.3%	1,247	\$1.490	60.0%	1,440
\$1.260	81.5%	1,468	\$1.370	72.9%	1,311	\$1.495	63.3%	1,520
\$1.265	83.1%	1,495	\$1.375	76.4%	1,376	\$1.500	66.7%	1,600
\$1.270	84.6%	1,523	\$1.380	80.0%	1,440	\$1.505	70.0%	1,680
\$1.275	86.2%	1,551	\$1.385	81.4%	1,466	\$1.510	73.3%	1,760
\$1.280	87.7%	1,578	\$1.390	82.9%	1,491	\$1.515	76.7%	1,840
\$1.285	89.2%	1,606	\$1.395	84.3%	1,517	\$1.520	80.0%	1,920
\$1.290	90.8%	1,634	\$1.400	85.7%	1,543	\$1.525	81.3%	1,952
\$1.295	92.3%	1,662	\$1.405	87.1%	1,569	\$1.530	82.7%	1,984
\$1.300	93.8%	1,689	\$1.410	88.6%	1,594	\$1.535	84.0%	2,016
\$1.305	95.4%	1,717	\$1.415	90.0%	1,620	\$1.540	85.3%	2,048
\$1.310	96.9%	1,745	\$1.420	91.4%	1,646	\$1.545	86.7%	2,080
\$1.315	98.5%	1,772	\$1.425	92.9%	1,671	\$1.550	88.0%	2,112
\$1.320	100.0%	1,800	\$1.430	94.3%	1,697	\$1.555	89.3%	2,144
			\$1.435	95.7%	1,723	\$1.560	90.7%	2,176
			\$1.440	97.1%	1,749	\$1.565	92.0%	2,208
			\$1.445	98.6%	1,774	\$1.570	93.3%	2,240
			\$1.450	100.0%	1,800	\$1.575	94.7%	2,272
						\$1.580	96.0%	2,304
						\$1.585	97.3%	2,336
						\$1.590	98.7%	2,368
						\$1.595	100.0%	2,400

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Diane J. Blaha**  
 10N 612 Highland Trail  
 Hampshire, IL United States 60140  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004752
Date of Grant	3/1/2013
Stock Option Plan	1988
Option Price Per Share	\$ 48.48
Total Number of Shares Granted	3,000.00
Total Price of Shares Granted	\$145,440.00
Expiration Date	3/1/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 CorVel Corporation

March 4, 2013  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Diane J. Blaha

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 3/4/2013  
 Time: 10:50:04AM

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability.** This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service.**

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction.**

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that



time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.

NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.



Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term "Subsidiary" shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

**Schedule A: Performance Option**

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2013, 2014, 2015

	<u>CY 2013</u>	<u>CY 2014</u>	<u>CY 2015</u>
EPS Target for each calendar year	\$ 1.255	\$ 1.380	\$ 1.520
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.320	\$ 1.450	\$ 1.595
To earn 80% of tranche (100% of EPS target)	\$ 1.255	\$ 1.380	\$ 1.520
To earn 30% of tranche (95% of EPS target)	\$ 1.190	\$ 1.310	\$ 1.445
EPS at Zero (90% of EPS target)	\$ 1.130	\$ 1.240	\$ 1.365

**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year**

**CY 2013, 2014, 2015**

**Option grant:** 6000 Shares option grant

**CY 2013 Tranche** 1800 30% of total grant

**CY 2014 Tranche** 1800 30% of total grant

**CY 2015 Tranche** 2400 40% of total grant

CY 2013			CY 2014			CY 2015		
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.130	0.0%	0	\$1.240	0.0%	0	\$1.365	0.0%	0
\$1.135	2.5%	45	\$1.245	2.1%	39	\$1.370	1.9%	45
\$1.140	5.0%	90	\$1.250	4.3%	77	\$1.375	3.8%	90
\$1.145	7.5%	135	\$1.255	6.4%	116	\$1.380	5.6%	135
\$1.150	10.0%	180	\$1.260	8.6%	154	\$1.385	7.5%	180
\$1.155	12.5%	225	\$1.265	10.7%	193	\$1.390	9.4%	225
\$1.160	15.0%	270	\$1.270	12.9%	231	\$1.395	11.3%	270
\$1.165	17.5%	315	\$1.275	15.0%	270	\$1.400	13.1%	315
\$1.170	20.0%	360	\$1.280	17.1%	309	\$1.405	15.0%	360
\$1.175	22.5%	405	\$1.285	19.3%	347	\$1.410	16.9%	405
\$1.180	25.0%	450	\$1.290	21.4%	386	\$1.415	18.8%	450
\$1.185	27.5%	495	\$1.295	23.6%	424	\$1.420	20.6%	495
\$1.190	30.0%	540	\$1.300	25.7%	463	\$1.425	22.5%	540
\$1.195	33.8%	609	\$1.305	27.9%	501	\$1.430	24.4%	585
\$1.200	37.7%	678	\$1.310	30.0%	540	\$1.435	26.3%	630
\$1.205	41.5%	748	\$1.315	33.6%	604	\$1.440	28.1%	675
\$1.210	45.4%	817	\$1.320	37.1%	669	\$1.445	30.0%	720
\$1.215	49.2%	886	\$1.325	40.7%	733	\$1.450	33.3%	800
\$1.220	53.1%	955	\$1.330	44.3%	797	\$1.455	36.7%	880
\$1.225	56.9%	1,025	\$1.335	47.9%	861	\$1.460	40.0%	960
\$1.230	60.8%	1,094	\$1.340	51.4%	926	\$1.465	43.3%	1,040
\$1.235	64.6%	1,163	\$1.345	55.0%	990	\$1.470	46.7%	1,120
\$1.240	68.5%	1,232	\$1.350	58.6%	1,054	\$1.475	50.0%	1,200
\$1.245	72.3%	1,302	\$1.355	62.1%	1,119	\$1.480	53.3%	1,280
\$1.250	76.2%	1,371	\$1.360	65.7%	1,183	\$1.485	56.7%	1,360
\$1.255	80.0%	1,440	\$1.365	69.3%	1,247	\$1.490	60.0%	1,440
\$1.260	81.5%	1,468	\$1.370	72.9%	1,311	\$1.495	63.3%	1,520
\$1.265	83.1%	1,495	\$1.375	76.4%	1,376	\$1.500	66.7%	1,600
\$1.270	84.6%	1,523	\$1.380	80.0%	1,440	\$1.505	70.0%	1,680
\$1.275	86.2%	1,551	\$1.385	81.4%	1,466	\$1.510	73.3%	1,760
\$1.280	87.7%	1,578	\$1.390	82.9%	1,491	\$1.515	76.7%	1,840
\$1.285	89.2%	1,606	\$1.395	84.3%	1,517	\$1.520	80.0%	1,920
\$1.290	90.8%	1,634	\$1.400	85.7%	1,543	\$1.525	81.3%	1,952
\$1.295	92.3%	1,662	\$1.405	87.1%	1,569	\$1.530	82.7%	1,984
\$1.300	93.8%	1,689	\$1.410	88.6%	1,594	\$1.535	84.0%	2,016
\$1.305	95.4%	1,717	\$1.415	90.0%	1,620	\$1.540	85.3%	2,048
\$1.310	96.9%	1,745	\$1.420	91.4%	1,646	\$1.545	86.7%	2,080
\$1.315	98.5%	1,772	\$1.425	92.9%	1,671	\$1.550	88.0%	2,112
\$1.320	100.0%	1,800	\$1.430	94.3%	1,697	\$1.555	89.3%	2,144
			\$1.435	95.7%	1,723	\$1.560	90.7%	2,176
			\$1.440	97.1%	1,749	\$1.565	92.0%	2,208
			\$1.445	98.6%	1,774	\$1.570	93.3%	2,240
			\$1.450	100.0%	1,800	\$1.575	94.7%	2,272
						\$1.580	96.0%	2,304
						\$1.585	97.3%	2,336
						\$1.590	98.7%	2,368
						\$1.595	100.0%	2,400

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Scott R. McCloud**  
**511 NW Mawcrest Place**  
**Gresham, OR United States 97030**  
**ID:**

You have been granted an option to acquire CorVel Corporation (the “Corporation”) common stock (the “Common Stock”) as follows:

Non-Qualified Stock Option Grant No.	004962
Date of Grant	11/4/2013
Stock Option Plan	1988
Option Price Per Share	\$ 40.24
Total Number of Shares Granted	1,200.00
Total Price of Shares Granted	\$48,288.00
Expiration Date	11/4/2018

Provided you continue to be a Service Provider (as defined in the **Stock** Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee’s spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation’s Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 /s/ Richard Schweppe  
 CorVel Corporation

\_\_\_\_\_  
 11/12/13  
 Date

\_\_\_\_\_  
 /s/ Scott R. McCloud  
 Scott R. McCloud

\_\_\_\_\_  
 12/30/13  
 Date

\_\_\_\_\_

\_\_\_\_\_

Spouse

Date

Date: 11/12/2013

Time: 9:06:58AM

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option**. Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term**. This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability**.

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability**. This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service**.

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction**.

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.



(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding**. The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations**.

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns**. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices**. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction**. This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.

NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term “Subsidiary” shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

### Schedule A: Performance Option

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2014, 2015, 2016

	<u>CY 2014</u>	<u>CY 2015</u>	<u>CY 2016</u>
EPS Target for each calendar year	\$ 1.65	\$ 1.90	\$ *.*
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.73	\$ 1.99	\$ *.*
To earn 80% of tranche (100% of EPS target)	\$ 1.65	\$ 1.90	\$ *.*
To earn 30% of tranche (95% of EPS target)	\$ 1.57	\$ 1.80	\$ *.*
	\$ 1.49	\$ 1.71	\$ *.*

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.



**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year  
CY 2014, 2015, 2016**

<b>Option grant:</b>	1200	Shares option grant
<b>CY 2014 Tranche</b>	360	30% of total grant
<b>CY 2015 Tranche</b>	360	30% of total grant
<b>CY 2016 Tranche</b>	480	40% of total grant

	CY 2014			CY 2015			CY 2016	
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.49	0.0%	0	\$1.71	0.0%	0	\$*.**	0.0%	0
\$1.50	3.8%	14	\$1.72	3.3%	12	\$*.**	3.0%	14
\$1.51	7.5%	27	\$1.73	6.7%	24	\$*.**	6.0%	29
\$1.52	11.3%	41	\$1.74	10.0%	36	\$*.**	9.0%	43
\$1.53	15.0%	54	\$1.75	13.3%	48	\$*.**	12.0%	58
\$1.54	18.8%	68	\$1.76	16.7%	60	\$*.**	15.0%	72
\$1.55	22.5%	81	\$1.77	20.0%	72	\$*.**	18.0%	86
\$1.56	26.3%	95	\$1.78	23.3%	84	\$*.**	21.0%	101
\$1.57	30.0%	108	\$1.79	26.7%	96	\$*.**	24.0%	115
\$1.58	36.3%	131	\$1.80	30.0%	108	\$*.**	27.0%	130
\$1.59	42.5%	153	\$1.81	35.0%	126	\$*.**	30.0%	144
\$1.60	48.8%	176	\$1.82	40.0%	144	\$*.**	34.5%	166
\$1.61	55.0%	198	\$1.83	45.0%	162	\$*.**	39.1%	188
\$1.62	61.3%	221	\$1.84	50.0%	180	\$*.**	43.6%	209
\$1.63	67.5%	243	\$1.85	55.0%	198	\$*.**	48.2%	231
\$1.64	73.8%	266	\$1.86	60.0%	216	\$*.**	52.7%	253
\$1.65	80.0%	288	\$1.87	65.0%	234	\$*.**	57.3%	275
\$1.66	82.5%	297	\$1.88	70.0%	252	\$*.**	61.8%	297
\$1.67	85.0%	306	\$1.89	75.0%	270	\$*.**	66.4%	319
\$1.68	87.5%	315	\$1.90	80.0%	288	\$*.**	70.9%	340
\$1.69	90.0%	324	\$1.91	82.2%	296	\$*.**	75.5%	362
\$1.70	92.5%	333	\$1.92	84.4%	304	\$*.**	80.0%	384
\$1.71	95.0%	342	\$1.93	86.7%	312	\$*.**	82.0%	394
\$1.72	97.5%	351	\$1.94	88.9%	320	\$*.**	84.0%	403
\$1.73	100.0%	360	\$1.95	91.1%	328	\$*.**	86.0%	413
			\$1.96	93.3%	336	\$*.**	88.0%	422
			\$1.97	95.6%	344	\$*.**	90.0%	432
			\$1.98	97.8%	352	\$*.**	92.0%	442
			\$1.99	100.0%	360	\$*.**	94.0%	451
						\$*.**	96.0%	461
						\$*.**	98.0%	470
						\$*.**	100.0%	480

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures, and any other extraordinary circumstances.

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 800  
 (Irvine, California 92614)

**Donald C. McFarlane**  
 18 Morningview Circle  
 Lake Oswego, OR United States 97035  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004960
Date of Grant	11/4/2013
Stock Option Plan	1988
Option Price Per Share	\$ 40.24
Total Number of Shares Granted	4,800.00
Total Price of Shares Granted	\$193,152.00
Expiration Date	11/4/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 /s/ Richard Schweppe  
 CorVel Corporation

\_\_\_\_\_  
 11/12/13  
 Date

\_\_\_\_\_  
 Donald C. McFarlane

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 11/12/2013

Time: 9:06:58AM

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability**. This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service**.

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction**.

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.



NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e)(3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term “Subsidiary” shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

### **Schedule A: Performance Option**

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2014, 2015, 2016

	<u>CY 2014</u>	<u>CY 2015</u>	<u>CY 2016</u>
EPS Target for each calendar year	\$ 1.65	\$ 1.90	\$ *.*
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.73	\$ 1.99	\$ *.*
To earn 80% of tranche (100% of EPS target)	\$ 1.65	\$ 1.90	\$ *.*
To earn 30% of tranche (95% of EPS target)	\$ 1.57	\$ 1.80	\$ *.*
	\$ 1.49	\$ 1.71	\$ *.*

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year**

**CY 2014, 2015, 2016**

<b>Option grant:</b>	4800	Shares option grant
<b>CY 2014 Tranche</b>	1440	30% of total grant
<b>CY 2015 Tranche</b>	1440	30% of total grant
<b>CY 2016 Tranche</b>	1920	40% of total grant

	CY 2014			CY 2015			CY 2016	
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.49	0.0%	0	\$1.71	0.0%	0	\$*.**	0.0%	0
\$1.50	3.8%	54	\$1.72	3.3%	48	\$*.**	3.0%	58
\$1.51	7.5%	108	\$1.73	6.7%	96	\$*.**	6.0%	115
\$1.52	11.3%	162	\$1.74	10.0%	144	\$*.**	9.0%	173
\$1.53	15.0%	216	\$1.75	13.3%	192	\$*.**	12.0%	230
\$1.54	18.8%	270	\$1.76	16.7%	240	\$*.**	15.0%	288
\$1.55	22.5%	324	\$1.77	20.0%	288	\$*.**	18.0%	346
\$1.56	26.3%	378	\$1.78	23.3%	336	\$*.**	21.0%	403
\$1.57	30.0%	432	\$1.79	26.7%	384	\$*.**	24.0%	461
\$1.58	36.3%	522	\$1.80	30.0%	432	\$*.**	27.0%	518
\$1.59	42.5%	612	\$1.81	35.0%	504	\$*.**	30.0%	576
\$1.60	48.8%	702	\$1.82	40.0%	576	\$*.**	34.5%	663
\$1.61	55.0%	792	\$1.83	45.0%	648	\$*.**	39.1%	751
\$1.62	61.3%	882	\$1.84	50.0%	720	\$*.**	43.6%	838
\$1.63	67.5%	972	\$1.85	55.0%	792	\$*.**	48.2%	925
\$1.64	73.8%	1,062	\$1.86	60.0%	864	\$*.**	52.7%	1,012
\$1.65	80.0%	1,152	\$1.87	65.0%	936	\$*.**	57.3%	1,100
\$1.66	82.5%	1,188	\$1.88	70.0%	1,008	\$*.**	61.8%	1,187
\$1.67	85.0%	1,224	\$1.89	75.0%	1,080	\$*.**	66.4%	1,274
\$1.68	87.5%	1,260	\$1.90	80.0%	1,152	\$*.**	70.9%	1,361
\$1.69	90.0%	1,296	\$1.91	82.2%	1,184	\$*.**	75.5%	1,449
\$1.70	92.5%	1,332	\$1.92	84.4%	1,216	\$*.**	80.0%	1,536
\$1.71	95.0%	1,368	\$1.93	86.7%	1,248	\$*.**	82.0%	1,574
\$1.72	97.5%	1,404	\$1.94	88.9%	1,280	\$*.**	84.0%	1,613
\$1.73	100.0%	1,440	\$1.95	91.1%	1,312	\$*.**	86.0%	1,651
			\$1.96	93.3%	1,344	\$*.**	88.0%	1,690
			\$1.97	95.6%	1,376	\$*.**	90.0%	1,728
			\$1.98	97.8%	1,408	\$*.**	92.0%	1,766
			\$1.99	100.0%	1,440	\$*.**	94.0%	1,805
						\$*.**	96.0%	1,843
						\$*.**	98.0%	1,882
						\$*.**	100.0%	1,920

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures, and any other extraordinary circumstances.

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

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**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282851  
 2010 Main Street Suite 600  
 Irvine, California 92614

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**Diane J. Blaha**  
**10N 612 Highland Trail**  
**Hampshire, IL United States 60140**  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004958
Date of Grant	11/4/2013
Stock Option Plan	1988
Option Price Per Share	\$ 40.24
Total Number of Shares Granted	6,000.00
Total Price of Shares Granted	\$241,440.00
Expiration Date	11/4/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

/s/ Richard Schweppe  
 CorVel Corporation

11/12/13  
 Date

/s/ Diane J. Blaha  
 Diane J. Blaha

11/16/2013  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 11/12/2013

Time: 9:06:58AM



**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability**. This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service**.

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction**.

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.

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My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

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- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.



J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e)(3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term "Subsidiary" shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

**Schedule A: Performance Option**

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2014, 2015, 2016

	<u>CY 2014</u>	<u>CY 2015</u>	<u>CY 2016</u>
EPS Target for each calendar year	\$ 1.65	\$ 1.90	\$ *.*
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.73	\$ 1.99	\$ *.*
To earn 80% of tranche (100% of EPS target)	\$ 1.65	\$ 1.90	\$ *.*
To earn 30% of tranche (95% of EPS target)	\$ 1.57	\$ 1.80	\$ *.*
	\$ 1.49	\$ 1.71	\$ *.*

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year**

**CY 2014, 2015, 2016**

<b>Option grant:</b>	6000	Shares option grant
<b>CY 2014 Tranche</b>	1800	30% of total grant
<b>CY 2015 Tranche</b>	1800	30% of total grant
<b>CY 2016 Tranche</b>	2400	40% of total grant

	CY 2014			CY 2015			CY 2016	
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.49	0.0%	0	\$1.71	0.0%	0	\$*.**	0.0%	0
\$1.50	3.8%	68	\$1.72	3.3%	60	\$*.**	3.0%	72
\$1.51	7.5%	135	\$1.73	6.7%	120	\$*.**	6.0%	144
\$1.52	11.3%	203	\$1.74	10.0%	180	\$*.**	9.0%	216
\$1.53	15.0%	270	\$1.75	13.3%	240	\$*.**	12.0%	288
\$1.54	18.8%	338	\$1.76	16.7%	300	\$*.**	15.0%	360
\$1.55	22.5%	405	\$1.77	20.0%	360	\$*.**	18.0%	432
\$1.56	26.3%	473	\$1.78	23.3%	420	\$*.**	21.0%	504
\$1.57	30.0%	540	\$1.79	26.7%	480	\$*.**	24.0%	576
\$1.58	36.3%	653	\$1.80	30.0%	540	\$*.**	27.0%	648
\$1.59	42.5%	765	\$1.81	35.0%	630	\$*.**	30.0%	720
\$1.60	48.8%	878	\$1.82	40.0%	720	\$*.**	34.5%	829
\$1.61	55.0%	990	\$1.83	45.0%	810	\$*.**	39.1%	938
\$1.62	61.3%	1,103	\$1.84	50.0%	900	\$*.**	43.6%	1,047
\$1.63	67.5%	1,215	\$1.85	55.0%	990	\$*.**	48.2%	1,156
\$1.64	73.8%	1,328	\$1.86	60.0%	1,080	\$*.**	52.7%	1,265
\$1.65	80.0%	1,440	\$1.87	65.0%	1,170	\$*.**	57.3%	1,375
\$1.66	82.5%	1,485	\$1.88	70.0%	1,260	\$*.**	61.8%	1,484
\$1.67	85.0%	1,530	\$1.89	75.0%	1,350	\$*.**	66.4%	1,593
\$1.68	87.5%	1,575	\$1.90	80.0%	1,440	\$*.**	70.9%	1,702
\$1.69	90.0%	1,620	\$1.91	82.2%	1,480	\$*.**	75.5%	1,811
\$1.70	92.5%	1,665	\$1.92	84.4%	1,520	\$*.**	80.0%	1,920
\$1.71	95.0%	1,710	\$1.93	86.7%	1,560	\$*.**	82.0%	1,968
\$1.72	97.5%	1,755	\$1.94	88.9%	1,600	\$*.**	84.0%	2,016
\$1.73	100.0%	1,800	\$1.95	91.1%	1,640	\$*.**	86.0%	2,064
			\$1.96	93.3%	1,680	\$*.**	88.0%	2,112
			\$1.97	95.6%	1,720	\$*.**	90.0%	2,160
			\$1.98	97.8%	1,760	\$*.**	92.0%	2,208
			\$1.99	100.0%	1,800	\$*.**	94.0%	2,256
						\$*.**	96.0%	2,304
						\$*.**	98.0%	2,352
						\$*.**	100.0%	2,400

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Richard Schweppe**  
 1825 W. Carriage Drive  
 Santa Ana, CA United States 92704  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004983
Date of Grant	11/4/2013
Stock Option Plan	1988
Option Price Per Share	\$ 40.24
Total Number of Shares Granted	2,400.00
Total Price of Shares Granted	\$96,576.00
Expiration Date	11/4/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 /s/ Sharon O'Connor  
 CorVel Corporation

\_\_\_\_\_  
 11/4/2013  
 Date

\_\_\_\_\_  
 /s/ Richard Schweppe  
 Richard Schweppe

\_\_\_\_\_  
 11/4/2013  
 Date

\_\_\_\_\_

\_\_\_\_\_

Spouse

Date

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability.** This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service.**

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction.**

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that



time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.

NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.



Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term “Subsidiary” shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

### Schedule A: Performance Option

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2014, 2015, 2016

	<u>CY 2014</u>	<u>CY 2015</u>	<u>CY 2016</u>
EPS Target for each calendar year	\$ 1.65	\$ 1.90	\$ *.*
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.73	\$ 1.99	\$ *.*
To earn 80% of tranche (100% of EPS target)	\$ 1.65	\$ 1.90	\$ *.*
To earn 30% of tranche (95% of EPS target)	\$ 1.57	\$ 1.80	\$ *.*
EPS at Zero (90% of EPS target)	\$ 1.49	\$ 1.71	\$ *.*

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year  
CY 2014, 2015, 2016**

**Option grant:** 2400 Shares option grant

**CY 2014 Tranche** 720 30% of total grant

**CY 2015 Tranche** 720 30% of total grant

**CY 2016 Tranche** 960 40% of total grant

	CY 2014			CY 2015			CY 2016	
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.49	0.0%	0	\$1.71	0.0%	0	\$* **	0.0%	0
\$1.50	3.8%	27	\$1.72	3.3%	24	\$* **	3.0%	29
\$1.51	7.5%	54	\$1.73	6.7%	48	\$* **	6.0%	58
\$1.52	11.3%	81	\$1.74	10.0%	72	\$* **	9.0%	86
\$1.53	15.0%	108	\$1.75	13.3%	96	\$* **	12.0%	115
\$1.54	18.8%	135	\$1.76	16.7%	120	\$* **	15.0%	144
\$1.55	22.5%	162	\$1.77	20.0%	144	\$* **	18.0%	173
\$1.56	26.3%	189	\$1.78	23.3%	168	\$* **	21.0%	202
\$1.57	30.0%	216	\$1.79	26.7%	192	\$* **	24.0%	230
\$1.58	36.3%	261	\$1.80	30.0%	216	\$* **	27.0%	259
\$1.59	42.5%	306	\$1.81	35.0%	252	\$* **	30.0%	288
\$1.60	48.8%	351	\$1.82	40.0%	288	\$* **	34.5%	332
\$1.61	55.0%	396	\$1.83	45.0%	324	\$* **	39.1%	375
\$1.62	61.3%	441	\$1.84	50.0%	360	\$* **	43.6%	419
\$1.63	67.5%	486	\$1.85	55.0%	396	\$* **	48.2%	463
\$1.64	73.8%	531	\$1.86	60.0%	432	\$* **	52.7%	506
\$1.65	80.0%	576	\$1.87	65.0%	468	\$* **	57.3%	550
\$1.66	82.5%	594	\$1.88	70.0%	504	\$* **	61.8%	593
\$1.67	85.0%	612	\$1.89	75.0%	540	\$* **	66.4%	637
\$1.68	87.5%	630	\$1.90	80.0%	576	\$* **	70.9%	681
\$1.69	90.0%	648	\$1.91	82.2%	592	\$* **	75.5%	724
\$1.70	92.5%	666	\$1.92	84.4%	608	\$* **	80.0%	768
\$1.71	95.0%	684	\$1.93	86.7%	624	\$* **	82.0%	787
\$1.72	97.5%	702	\$1.94	88.9%	640	\$* **	84.0%	806
\$1.73	100.0%	720	\$1.95	91.1%	656	\$* **	86.0%	826
			\$1.96	93.3%	672	\$* **	88.0%	845
			\$1.97	95.6%	688	\$* **	90.0%	864
			\$1.98	97.8%	704	\$* **	92.0%	883
			\$1.99	100.0%	720	\$* **	94.0%	902
						\$* **	96.0%	922
						\$* **	98.0%	941
						\$* **	100.0%	960

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Richard Schweppe**  
 1825 W. Carriage Drive  
 Santa Ana, CA United States 92704  
 ID: [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	004768
Date of Grant	3/1/2013
Stock Option Plan	1988
Option Price Per Share	\$ 48.48
Total Number of Shares Granted	1,000.00
Total Price of Shares Granted	\$48,480.00
Expiration Date	3/1/2018

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 /s/ Sharon O'Connor  
 CorVel Corporation

\_\_\_\_\_  
 March 4, 2013  
 Date

\_\_\_\_\_  
 /s/ Richard Schweppe  
 Richard Schweppe

\_\_\_\_\_  
 March 1, 2013  
 Date

\_\_\_\_\_

\_\_\_\_\_

Date: 3/4/2013

Time: 10:50:04AM

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability**. This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service**.

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction**.

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.



(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.

NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e)(3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term "Subsidiary" shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

**Schedule A: Performance Option**

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2013, 2014, 2015

	<u>CY 2013</u>	<u>CY 2014</u>	<u>CY 2015</u>
EPS Target for each calendar year	\$ 1.255	\$ 1.380	\$ 1.520
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.320	\$ 1.450	\$ 1.595
To earn 80% of tranche (100% of EPS target)	\$ 1.255	\$ 1.380	\$ 1.520
To earn 30% of tranche (95% of EPS target)	\$ 1.190	\$ 1.310	\$ 1.445
EPS at Zero (90% of EPS target)	\$ 1.130	\$ 1.240	\$ 1.365



**CORVEL CORPORATION**

**Shares earned by EPS number by Tranche year**

**CY 2013, 2014, 2015**

<b>Option grant:</b>	2000	Shares option grant
<b>CY 2013 Tranche</b>	600	30% of total grant
<b>CY 2014 Tranche</b>	600	30% of total grant
<b>CY 2015 Tranche</b>	800	40% of total grant

CY 2013			CY 2014			CY 2015		
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.130	0.0%	0	\$1.240	0.0%	0	\$1.365	0.0%	0
\$1.135	2.5%	15	\$1.245	2.1%	13	\$1.370	1.9%	15
\$1.140	5.0%	30	\$1.250	4.3%	26	\$1.375	3.8%	30
\$1.145	7.5%	45	\$1.255	6.4%	39	\$1.380	5.6%	45
\$1.150	10.0%	60	\$1.260	8.6%	51	\$1.385	7.5%	60
\$1.155	12.5%	75	\$1.265	10.7%	64	\$1.390	9.4%	75
\$1.160	15.0%	90	\$1.270	12.9%	77	\$1.395	11.3%	90
\$1.165	17.5%	105	\$1.275	15.0%	90	\$1.400	13.1%	105
\$1.170	20.0%	120	\$1.280	17.1%	103	\$1.405	15.0%	120
\$1.175	22.5%	135	\$1.285	19.3%	116	\$1.410	16.9%	135
\$1.180	25.0%	150	\$1.290	21.4%	129	\$1.415	18.8%	150
\$1.185	27.5%	165	\$1.295	23.6%	141	\$1.420	20.6%	165
\$1.190	30.0%	180	\$1.300	25.7%	154	\$1.425	22.5%	180
\$1.195	33.8%	203	\$1.305	27.9%	167	\$1.430	24.4%	195
\$1.200	37.7%	226	\$1.310	30.0%	180	\$1.435	26.3%	210
\$1.205	41.5%	249	\$1.315	33.6%	201	\$1.440	28.1%	225
\$1.210	45.4%	272	\$1.320	37.1%	223	\$1.445	30.0%	240
\$1.215	49.2%	295	\$1.325	40.7%	244	\$1.450	33.3%	267
\$1.220	53.1%	318	\$1.330	44.3%	266	\$1.455	36.7%	293
\$1.225	56.9%	342	\$1.335	47.9%	287	\$1.460	40.0%	320
\$1.230	60.8%	365	\$1.340	51.4%	309	\$1.465	43.3%	347
\$1.235	64.6%	388	\$1.345	55.0%	330	\$1.470	46.7%	373
\$1.240	68.5%	411	\$1.350	58.6%	351	\$1.475	50.0%	400
\$1.245	72.3%	434	\$1.355	62.1%	373	\$1.480	53.3%	427
\$1.250	76.2%	457	\$1.360	65.7%	394	\$1.485	56.7%	453
\$1.255	80.0%	480	\$1.365	69.3%	416	\$1.490	60.0%	480
\$1.260	81.5%	489	\$1.370	72.9%	437	\$1.495	63.3%	507
\$1.265	83.1%	498	\$1.375	76.4%	459	\$1.500	66.7%	533
\$1.270	84.6%	508	\$1.380	80.0%	480	\$1.505	70.0%	560
\$1.275	86.2%	517	\$1.385	81.4%	489	\$1.510	73.3%	587
\$1.280	87.7%	526	\$1.390	82.9%	497	\$1.515	76.7%	613
\$1.285	89.2%	535	\$1.395	84.3%	506	\$1.520	80.0%	640
\$1.290	90.8%	545	\$1.400	85.7%	514	\$1.525	81.3%	651
\$1.295	92.3%	554	\$1.405	87.1%	523	\$1.530	82.7%	661
\$1.300	93.8%	563	\$1.410	88.6%	531	\$1.535	84.0%	672
\$1.305	95.4%	572	\$1.415	90.0%	540	\$1.540	85.3%	683
\$1.310	96.9%	582	\$1.420	91.4%	549	\$1.545	86.7%	693
\$1.315	98.5%	591	\$1.425	92.9%	557	\$1.550	88.0%	704
\$1.320	100.0%	600	\$1.430	94.3%	566	\$1.555	89.3%	715
			\$1.435	95.7%	574	\$1.560	90.7%	725
			\$1.440	97.1%	583	\$1.565	92.0%	736
			\$1.445	98.6%	591	\$1.570	93.3%	747
			\$1.450	100.0%	600	\$1.575	94.7%	757
						\$1.580	96.0%	768
						\$1.585	97.3%	779
						\$1.590	98.7%	789
						\$1.595	100.0%	800

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Richard Schweppe**

**ID:** [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	005416
Date of Grant	11/10/2014
Stock Option Plan	1988
Option Price Per Share	\$ 34.78
Total Number of Shares Granted	2,400.00
Total Price of Shares Granted	\$ 83,472.00
Expiration Date	11/10/2019

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 /s/ Sharon O'Connor  
 CorVel Corporation

\_\_\_\_\_  
 November 19, 2014  
 Date

\_\_\_\_\_  
 Richard Schweppe

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 11/19/2014  
 Time: 11:07:21AM

**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability.** This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service.**

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction.**

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.



NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.

J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term "Subsidiary" shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

### Schedule A: Performance Option

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2015, 2016, 2017

	<u>CY 2015</u>	<u>CY 2016</u>	<u>CY 2017</u>
EPS Target for each calendar year	\$ 1.70	\$ *.*	\$ *.*
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.79	\$ *.*	\$ *.*
To earn 80% of tranche (100% of EPS target)	\$ 1.70	\$ *.*	\$ *.*
To earn 30% of tranche (95% of EPS target)	\$ 1.62	\$ *.*	\$ *.*
EPS at Zero (90% of EPS target)	\$ 1.53	\$ *.*	\$ *.*

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

## SCHEDULE A

### CORVEL CORPORATION

#### Shares earned by EPS number by Tranche year

CY 2015, 2016, 2017

<b>Option grant:</b>	2400	Shares option grant
<b>CY 2015 Tranche</b>	720	30% of total grant
<b>CY 2016 Tranche</b>	720	30% of total grant
<b>CY 2017 Tranche</b>	960	40% of total grant

	CY 2015			CY 2016			CY 2017	
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.53	0.0%	0	\$* **	0.0%	0	\$* **	0.0%	0
\$1.54	3.3%	24	\$* **	3.0%	22	\$* **	3.0%	29
\$1.55	6.7%	48	\$* **	6.0%	43	\$* **	6.0%	58
\$1.56	10.0%	72	\$* **	9.0%	65	\$* **	9.0%	86
\$1.57	13.3%	96	\$* **	12.0%	86	\$* **	12.0%	115
\$1.58	16.7%	120	\$* **	15.0%	108	\$* **	15.0%	144
\$1.59	20.0%	144	\$* **	18.0%	130	\$* **	18.0%	173
\$1.60	23.3%	168	\$* **	21.0%	151	\$* **	21.0%	202
\$1.61	26.7%	192	\$* **	24.0%	173	\$* **	24.0%	230
\$1.62	30.0%	216	\$* **	27.0%	194	\$* **	27.0%	259
\$1.63	36.3%	261	\$* **	30.0%	216	\$* **	30.0%	288
\$1.64	42.5%	306	\$* **	35.6%	256	\$* **	34.5%	332
\$1.65	48.8%	351	\$* **	41.1%	296	\$* **	39.1%	375
\$1.66	55.0%	396	\$* **	46.7%	336	\$* **	43.6%	419
\$1.67	61.3%	441	\$* **	52.2%	376	\$* **	48.2%	463
\$1.68	67.5%	486	\$* **	57.8%	416	\$* **	52.7%	506
\$1.69	73.8%	531	\$* **	63.3%	456	\$* **	57.3%	550
\$1.70	80.0%	576	\$* **	68.9%	496	\$* **	61.8%	593
\$1.71	82.2%	592	\$* **	74.4%	536	\$* **	66.4%	637
\$1.72	84.4%	608	\$* **	80.0%	576	\$* **	70.9%	681
\$1.73	86.7%	624	\$* **	82.2%	592	\$* **	75.5%	724
\$1.74	88.9%	640	\$* **	84.4%	608	\$* **	80.0%	768
\$1.75	91.1%	656	\$* **	86.7%	624	\$* **	82.0%	787
\$1.76	93.3%	672	\$* **	88.9%	640	\$* **	84.0%	806
\$1.77	95.6%	688	\$* **	91.1%	656	\$* **	86.0%	826
\$1.78	97.8%	704	\$* **	93.3%	672	\$* **	88.0%	845
\$1.79	100.0%	720	\$* **	95.6%	688	\$* **	90.0%	864
			\$* **	97.8%	704	\$* **	92.0%	883
			\$* **	100.0%	720	\$* **	94.0%	902
						\$* **	96.0%	922
						\$* **	98.0%	941
						\$* **	100.0%	960

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

**Notice of Grant of Stock Options and Option Agreement**

**CorVel Corporation**  
 ID: 33-0282651  
 2010 Main Street Suite 600  
 Irvine, California 92614

**Diane J. Blaha**

**ID:** [REDACTED]

You have been granted an option to acquire CorVel Corporation (the "Corporation") common stock (the "Common Stock") as follows:

Non-Qualified Stock Option Grant No.	005415
Date of Grant	11/10/2014
Stock Option Plan	1988
Option Price Per Share	\$ 34.78
Total Number of Shares Granted	6,000.00
Total Price of Shares Granted	\$208,680.00
Expiration Date	11/10/2019

Provided you continue to be a Service Provider (as defined in the Stock Option Agreement attached hereto as Exhibit A) throughout the specified period, the Option will become exercisable in accordance with Schedule A.

Optionee (and Optionee's spouse) hereby agree(s) that the option is granted pursuant to and in accordance with the express terms and conditions of the Stock Option Agreement and the Corporation's Restated Omnibus Incentive Plan.

\_\_\_\_\_  
 /s/ Richard Schweppe  
 CorVel Corporation

\_\_\_\_\_  
 November 19, 2014  
 Date

\_\_\_\_\_  
 Diane J. Blaha

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse

\_\_\_\_\_  
 Date

Date: 11/19/2014  
 Time: 11:07:21AM



**CorVel Corporation**

**Stock Option Agreement**

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and advisors who provide services to the Company (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Company (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

Now, therefore, it is hereby agreed as follows:

1. **Grant of Option.** Subject to and upon the terms and conditions set forth in this Agreement, Optionee is hereby granted, as of the Grant Date, an option to purchase the Option Shares. The Option Shares shall be purchasable from time to time during the option term at the Exercise Price.

2. **Option Term.** This option shall expire at the close of business on the Expiration Date, unless sooner terminated in accordance with this Agreement.

3. **Limited Transferability.**

(a) During Optionee's lifetime, this option shall be exercisable only by Optionee and shall not be assignable or transferable other than by will, by the laws of descent and distribution following the Optionee's death, or to any "Family Member" (as such term is defined in the General Instructions to Form S-8 (or any successor to such Instructions or such Form) under the Securities Act), provided that Optionee may not receive any consideration for such transfer, the Family Member may not make any subsequent transfers other than by will or by the laws of descent and distribution and the Company receives written notice of such transfer. This assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Company may deem appropriate.

(b) Should Optionee die while holding this option, then this option shall be transferred in accordance with Optionee's will or the laws of inheritance. However, Optionee may designate one or more persons as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such

beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

4. **Exercisability.** This option shall become exercisable in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term.

5. **Effect of Cessation of Service.**

(a) Should Optionee cease to be a Service Provider for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the *earlier* of (i) the expiration of the three month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(b) Should Optionee cease to be a Service Provider by reason of Permanent Disability or death while this option is outstanding, then the option shall remain exercisable until the *earlier* of (i) the expiration of the twelve month period commencing with the date of such cessation of Service Provider status or (ii) the Expiration Date.

(c) Should Optionee cease to be a Service Provider due to termination for Misconduct, then this option shall terminate immediately.

(d) During the limited period of post-service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares for which the option is exercisable at the time Optionee ceased to be a Service Provider. This option shall, immediately when Optionee ceases to be a Service Provider for any reason, terminate with respect to any Option Shares for which this option is not otherwise at that time exercisable. Upon the expiration of the limited post-service exercise period or (if earlier) upon the Expiration Date, this option shall terminate entirely.

6. **Effect of Corporate Transaction.**

(a) This option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Corporate Transaction, become exercisable for all of the Option Shares at the time subject to this option. However, this option shall *not* become exercisable on such an accelerated basis, if and to the extent: (i) this option is, in connection with the Corporate Transaction, to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof) or (ii) this option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Corporate Transaction on any Option Shares for which this option is not otherwise at that

time exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same exercise schedule for those Option Shares set forth in the Grant Notice.

(b) Upon the consummation of the Corporate Transaction, this option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this option is assumed in connection with a Corporate Transaction, then this option shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to Optionee as a result of the consummation of such Corporate Transaction had the option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, *provided* the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, reorganization, merger, consolidation, split-up, spin-off, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the total number and/or class of securities subject to this option and (b) the Exercise Price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option in accordance with the provisions of Paragraph 9, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company (A) a Notice of Exercise, in substantially the form attached hereto as Exhibit I, that specifies the number of Option Shares for which the option is being exercised and (B) any additional documents which the Committee may, in its discretion, deem advisable.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check payable to the Company's order;

(B) shares of Common Stock held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and valued at Fair Market Value on the Exercise Date; or

(C) through a special sale and remittance procedure pursuant to which Optionee is to provide irrevocable written instructions (1) to a brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, an amount sufficient to cover the aggregate Exercise Price payable for the purchased shares plus all applicable Federal and state income and employment taxes required to be withheld by the Company by reason of such purchase and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state and local income and employment tax withholding requirements applicable to the option exercise.

(b) If payment of the exercise price is made by means of the surrender of shares of Common Stock which are subject to certain restrictions, the number of shares of Common Stock issued upon the exercise of the option equal to the number of shares of restricted stock surrendered shall be subject to the same restrictions as the restricted stock that was surrendered.

(c) Except to the extent the sale and remittance procedure specified in Paragraph 9(a)(ii)(C) is utilized in connection with the option exercise, payment of the option price for the purchased shares must accompany the Notice of Exercise.

(d) Assuming Optionee does not sell the purchased shares of Common Stock on the Exercise Date, as soon as practical after the Exercise Date, the Company shall either (i) issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto, or (ii) instruct the Company's transfer agent to make a book-entry reflecting the purchase on its stockholder ledger.

(e) In no event may this option be exercised for any fractional shares.

10. **Tax Withholding.** The Committee may, in its discretion and upon such terms and conditions as it may deem appropriate (including the applicable safe-harbor provisions of Securities and Exchange Commission Rule 16b-3 or any successor rule or regulation) provide Optionee (if Optionee is an Employee) with the election to surrender previously acquired shares of Common Stock or have shares withheld in satisfaction of the tax withholding obligations. To the extent necessary to avoid adverse accounting treatment, the number of shares that may be withheld for this purpose shall not exceed the minimum number needed to satisfy the applicable income and employment tax withholding rules. If Common Stock is used to satisfy the Company's tax withholding obligations, the shares of Common Stock shall have been held by Optionee for the requisite period necessary to avoid a charge to the Company's reported earnings and shall be valued at their Fair Market Value when the tax withholding is required to be made.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any Stock Exchange (or the Nasdaq Stock Market, if applicable) on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use reasonable efforts to obtain all such approvals.

12. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate and any beneficiaries of this option designated by Optionee.

13. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or three days after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. All

decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

15. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to its conflict-of-laws rules.

16. **No Employment/Service Contract.** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue to be a Service Provider of the Company (or any Parent or Subsidiary) for any period of specific duration or otherwise interfere with or restrict in any way the rights of the Company (or such Parent or Subsidiary) or Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service Provider status at any time and for any reason whatsoever, with or without cause.

NOTICE OF EXERCISE OF STOCK OPTION

I hereby notify CorVel Corporation (the "Company") that I, \_\_\_\_\_, elect to purchase \_\_\_\_\_ shares of Common Stock of the Corporation (the "Purchased Shares") at an option price of \$ \_\_\_\_\_ per share (the "Option Price") pursuant to the option (the "Option") granted to me on \_\_\_\_\_.

My option was granted as a non-qualified stock option. I will need to report taxable income at the time I exercise this Option and pay the corresponding withholding tax (the "Withholding Tax") to the Corporation. The Withholding Tax is computed on the difference between the Option Price and the Fair Market Value of the stock on the date I exercise the Option.

Concurrently with the delivery of the Exercise Notice to the Chief Financial Officer of the Corporation, I shall hereby pay to the Corporation the Option Price and Withholding Tax for the Purchased Shares in accordance with the provisions of my agreement with the Corporation evidencing the Option and shall deliver whatever additional documents may be required by such agreement as a condition for exercise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Optionee's Signature

If applicable, print name in exact manner it is to appear on the stock certificate:

\_\_\_\_\_

Optionee's Mailing Address:

\_\_\_\_\_

Address to which certificate is to be sent, if different from address above:

\_\_\_\_\_

Brokerage Account Information  
(Broker Name, Contact Info., Account #)

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX

The following definitions shall be in effect under this Agreement:

- A. **Agreement** shall mean this Stock Option Agreement.
- B. **Board** shall mean the Board of Directors of the Company.
- C. **Common Stock** shall mean shares of the Company's common stock, \$0.0001 par value.
- D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Committee** shall mean a committee designated by the Board to administer the Plan, which initially shall be the compensation committee of the Board. The Committee shall be comprised of at least two directors but not less than such number of directors as shall be required to permit awards granted under the Plan to qualify under Rule 16b-3 under the Securities Act and Section 162(m) of the Code, and each member of the Committee shall be a "Non-Employee Director" within the meaning of Rule 16b-3 under the Securities Act and an "Outside Director" within the meaning of Section 162(m) of the Code.

F. **Company** shall mean CorVel Corporation, a Delaware corporation, or any corporate successor which shall assume the Plan.

G. **Corporate Transaction** shall mean any of the following transactions for which the approval of the Company's stockholders is obtained:

(i) a merger or acquisition in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation,

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company to any entity other than a parent or subsidiary of the Company, or

(iii) any reverse merger in which the Company is the surviving entity but in which fifty percent (50%) or more of the Company's outstanding voting stock is transferred to holders different from those who held such fifty percent (50%) or greater interest immediately prior to such merger.

H. **Employee** shall mean an individual for whom the Company or one or more of its Parent or Subsidiaries reports his or her earnings on a Form W-2.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9.



J. **Exercise Price** shall mean the exercise price per Option Share as specified in the Grant Notice.

K. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

L. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq National Market or the Nasdaq Capital Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market or the Nasdaq Capital Market and published in *The Wall Street Journal*.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Committee to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*.

(iii) If the Common Stock is not listed on the Nasdaq National Market, Nasdaq Capital Market or a national securities exchange, the Fair Market Value shall be the average of the closing bid and ask prices of the Common Stock on that day as reported by the Nasdaq bulletin board or any comparable system on that day.

(iv) If the Common Stock is not traded included in the Nasdaq bulletin board or any comparable system, the Fair Market Value shall be the average of the closing bid and ask prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

(v) If the date in question is not a trading day, then the Fair Market Value shall be determined based on prices for the trading day prior to the date in question.

M. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying this Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

O. **Misconduct** shall mean any of the following:

(i) Optionee's intentional misconduct or continuing gross neglect of duties which materially and adversely affects the business and operations of the Company or any Parent or Subsidiary employing Optionee;

(ii) Optionee's unauthorized use or disclosure of (or attempt to use or disclose) confidential information or trade secrets of the Company or any Parent or Subsidiary; or

(iii) Optionee's commission of an act involving embezzlement, theft, fraud, falsification of records, destruction of property or commission of a crime or other offense involving money or other property of the Company or any Parent or Subsidiary employing Optionee.

The reasons for termination of Optionee as a Service Provider set forth in this subparagraph are not intended to be an exclusive list of all acts or omissions which the Company (or any Parent or Subsidiary) may deem to constitute misconduct or other grounds for terminating Optionee (or any other individual).

P. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. **Notice of Exercise** shall mean the notice of exercise in the form attached hereto as Exhibit I.

R. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified in the Grant Notice.

S. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

T. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each such corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Permanent Disability** shall have the meaning assigned to "permanent and total disability" as set forth in Code Section 22(e) (3).

V. **Plan** shall mean the CorVel Corporation Restated Omnibus Incentive Plan (Formerly The Restated 1988 Executive Stock Option Plan).

W. **Securities Act** shall mean the Securities Act of 1933, as amended.

X. **Service Provider** shall mean an individual who renders service on a periodic basis to the Company, its Parent and/or any of its Subsidiaries as an Employee, a non-Employee member of the board of directors or a consultant or independent advisor.

Y. **Stock Exchange** shall mean the American Stock Exchange or the New York Stock Exchange, or any other national stock exchange.

Z. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided such corporation (other than the last corporation in the unbroken chain) owns, at the time of determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For purposes of all Non-Statutory Option grants under the Plan and all Corporate Transaction provisions of the Plan, the term “Subsidiary” shall also include any partnership, joint venture or other business entity of which the Company owns, directly or indirectly through another entity, more than a fifty percent (50%) interest in voting power, capital or profits.

### Schedule A: Performance Option

CORVEL CORPORATION  
Percentage of shares earned by tranche  
CY 2015, 2016, 2017

	<u>CY 2015</u>	<u>CY 2016</u>	<u>CY 2017</u>
EPS Target for each calendar year	\$ 1.70	\$ *.*	\$ *.*
Percentage of option grant for tranche (totals 100%)	30%	30%	40%
To earn 100% of tranche (105% of EPS target)	\$ 1.79	\$ *.*	\$ *.*
To earn 80% of tranche (100% of EPS target)	\$ 1.70	\$ *.*	\$ *.*
To earn 30% of tranche (95% of EPS target)	\$ 1.62	\$ *.*	\$ *.*
EPS at Zero (90% of EPS target)	\$ 1.53	\$ *.*	\$ *.*

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

## SCHEDULE A

### CORVEL CORPORATION

#### Shares earned by EPS number by Tranche year

CY 2015, 2016, 2017

<b>Option grant:</b>	6000	Shares option grant
<b>CY 2015 Tranche</b>	1800	30% of total grant
<b>CY 2016 Tranche</b>	1800	30% of total grant
<b>CY 2017 Tranche</b>	2400	40% of total grant

	CY 2015			CY 2016			CY 2017	
	Percentage	Shares		Percentage	Shares		Percentage	Shares
\$1.53	0.0%	0	\$*. **	0.0%	0	\$*. **	0.0%	0
\$1.54	3.3%	60	\$*. **	3.0%	54	\$*. **	3.0%	72
\$1.55	6.7%	120	\$*. **	6.0%	108	\$*. **	6.0%	144
\$1.56	10.0%	180	\$*. **	9.0%	162	\$*. **	9.0%	216
\$1.57	13.3%	240	\$*. **	12.0%	216	\$*. **	12.0%	288
\$1.58	16.7%	300	\$*. **	15.0%	270	\$*. **	15.0%	360
\$1.59	20.0%	360	\$*. **	18.0%	324	\$*. **	18.0%	432
\$1.60	23.3%	420	\$*. **	21.0%	378	\$*. **	21.0%	504
\$1.61	26.7%	480	\$*. **	24.0%	432	\$*. **	24.0%	576
\$1.62	30.0%	540	\$*. **	27.0%	486	\$*. **	27.0%	648
\$1.63	36.3%	653	\$*. **	30.0%	540	\$*. **	30.0%	720
\$1.64	42.5%	765	\$*. **	35.6%	640	\$*. **	34.5%	829
\$1.65	48.8%	878	\$*. **	41.1%	740	\$*. **	39.1%	938
\$1.66	55.0%	990	\$*. **	46.7%	840	\$*. **	43.6%	1,047
\$1.67	61.3%	1,103	\$*. **	52.2%	940	\$*. **	48.2%	1,156
\$1.68	67.5%	1,215	\$*. **	57.8%	1,040	\$*. **	52.7%	1,265
\$1.69	73.8%	1,328	\$*. **	63.3%	1,140	\$*. **	57.3%	1,375
\$1.70	80.0%	1,440	\$*. **	68.9%	1,240	\$*. **	61.8%	1,484
\$1.71	82.2%	1,480	\$*. **	74.4%	1,340	\$*. **	66.4%	1,593
\$1.72	84.4%	1,520	\$*. **	80.0%	1,440	\$*. **	70.9%	1,702
\$1.73	86.7%	1,560	\$*. **	82.2%	1,480	\$*. **	75.5%	1,811
\$1.74	88.9%	1,600	\$*. **	84.4%	1,520	\$*. **	80.0%	1,920
\$1.75	91.1%	1,640	\$*. **	86.7%	1,560	\$*. **	82.0%	1,968
\$1.76	93.3%	1,680	\$*. **	88.9%	1,600	\$*. **	84.0%	2,016
\$1.77	95.6%	1,720	\$*. **	91.1%	1,640	\$*. **	86.0%	2,064
\$1.78	97.8%	1,760	\$*. **	93.3%	1,680	\$*. **	88.0%	2,112
\$1.79	100.0%	1,800	\$*. **	95.6%	1,720	\$*. **	90.0%	2,160
			\$*. **	97.8%	1,760	\$*. **	92.0%	2,208
			\$*. **	100.0%	1,800	\$*. **	94.0%	2,256
						\$*. **	96.0%	2,304
						\$*. **	98.0%	2,352
						\$*. **	100.0%	2,400

Notwithstanding anything to the contrary in this Schedule A or the Stock Option Agreement to which this Schedule A is attached, the Company shall have the right, in its sole discretion, with or without the consent of the Optionee, to amend this Schedule A to adjust any or all of the targets, dates and/or target EPS amounts as it deems equitable to recognize unusual or non-recurring events, including, but not limited to the Company's acquisition of another business entity or assets, a corporate merger or other consolidation, or the sale or discontinuation of significant business operations or business units of the Company; changes in tax laws or accounting procedures; and any other extraordinary circumstances.

\* Confidential treatment requested pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. In accordance with Rule 24b-2, these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

## EXHIBIT 21.1 — SUBSIDIARIES OF THE REGISTRANT

<u>Name of Subsidiary</u>	<u>State of Incorporation</u>	<u>Relationship to Registrant</u>
CorVel Health Care Organization	California	wholly-owned subsidiary
CorVel Healthcare Corporation	California	wholly-owned subsidiary
CorVel Enterprise Comp, Inc. of New York	New York	wholly-owned subsidiary
CorVel Enterprise Comp, Inc.	Delaware	wholly-owned subsidiary
CorVel IME Corporation	New York	wholly-owned subsidiary
CareIQ, Inc.	Minnesota	wholly-owned subsidiary
Enterprise Comp, Inc.	Delaware	wholly-owned subsidiary
CorVel Ohio MCO, Inc.	Ohio	wholly-owned subsidiary
Eagle Claims Services, Inc.	New York	wholly-owned subsidiary
CorVel NY IPA, Inc.	New York	wholly-owned subsidiary
CorVel Rehabilitation Services, Inc.	Minnesota	wholly-owned subsidiary

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-144402, 333-58455, 333-16379, 333-107428, 333-128739, 333-94440, 333-53684, 333-48186, 333-42554, and 333-42424) and in the Registration Statement on Form S-3 (File No. 333-209388) of CorVel Corporation (the “Company”) of our report dated June 10, 2016, relating to the Company’s consolidated financial statements, financial statement schedule and internal controls included in the Company’s Annual Report on Form 10-K for the fiscal year ended March 31, 2016.

/s/ HASKELL & WHITE LLP

Irvine, California  
June 10, 2016

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, V. Gordon Clemons, Sr., certify that:

1. I have reviewed this annual report on Form 10-K of CorVel Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 10, 2016

/s/ V. Gordon Clemons, Sr.  
V. Gordon Clemons, Sr.  
Chairman of the Board, President, Chief Executive Officer  
(Principal Executive Officer)



**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Richard J. Schweppe, certify that:

1. I have reviewed this annual report on Form 10-K of CorVel Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 10, 2016

/s/ Richard J. Schweppe  
Richard J. Schweppe  
Chief Financial Officer (Principal Financial  
and Accounting Officer)

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of CorVel Corporation (the "Registrant") on Form 10-K for the fiscal year ended March 31, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Annual Report"), I, V. Gordon Clemons, Sr., Chief Executive Officer of the Registrant, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Annual Report fully complies with the requirements of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

/s/ V. Gordon Clemons, Sr.  
V. Gordon Clemons, Sr.  
Chairman of the Board, President, Chief Executive Officer  
(Principal Executive Officer)  
June 10, 2016

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to CorVel Corporation and will be retained by CorVel Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies this Annual Report and is being furnished pursuant to Item 601(b)(32) of Regulation S-K promulgated under the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. This certification shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section, or incorporated by reference into any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific incorporation by reference in such a filing.

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of CorVel Corporation (the “Registrant”) on Form 10-K for the fiscal year ended March 31, 2016, as filed with the Securities and Exchange Commission on the date hereof (the “Annual Report”), I, Richard J. Schweppe, Chief Financial Officer of the Registrant, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Annual Report fully complies with the requirements of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

/s/ Richard J. Schweppe

Richard J. Schweppe  
Chief Financial Officer (Principal Financial and  
Accounting Officer)  
June 10, 2016

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to CorVel Corporation and will be retained by CorVel Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies this Annual Report and is being furnished pursuant to Item 601(b)(32) of Regulation S-K promulgated under the Securities Act of 1933, as amended (the “Securities Act”) and the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. This certification shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liability of that section, or incorporated by reference into any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific incorporation by reference in such a filing.

**Corporate Address**

CorVel Corporation  
2010 Main Street  
Suite 600  
Irvine, California 92614  
Telephone: 888.7.CORVEL

**Transfer Agent and Registrar**

Computershare Investor Services  
Canton, Massachusetts

**Counsel**

Dorsey & Whitney, LLP  
Costa Mesa, California

**Independent Auditors**

Haskell & White LLP  
Irvine, California

**Stock Symbol**

The common stock of CorVel Corporation is traded on the NASDAQ Global Select Market under the stock symbol CRVL.

**Form 10K**

CorVel Corporation Annual Report on Form 10K filed with the Securities and Exchange Commission may be obtained without charge by contacting Investor Relations.

**Investor Relations**

CorVel Corporation  
2010 Main Street  
Suite 600  
Irvine, California 92614

Telephone: 888.7.CORVEL

[www.corvel.com/ar2016](http://www.corvel.com/ar2016)

[investor\\_relations@corvel.com](mailto:investor_relations@corvel.com)



[www.corvel.com](http://www.corvel.com)