Dallas County

BRIEFING / COURT ORDER

Commissioners Court - Mar 23 2021

☐ Resolution
☐ Solicitation/Contract
☐ Executive Session
☐ Addendum

UnitedHealthcare Administrative Services Agreement Amendment #5

Briefing Date:	Mar 23 2021
Funding Source:	Employee Benefits Trust Fund
Originating Department:	Human Resources
Prepared by:	Ruthie Huddlen, Benefits Manager HR Analyst V
Recommended by:	Robert B. Wilson, Director of Human Resources

BACKGROUND INFORMATION:

The UnitedHealthcare Administrative Services Agreement Amendment #5 between UnitedHealthCare and Dallas County is being submitted to Commissioners Court for approval. The original contract with United Healthcare started on 1/1/2011.
The Administrative Services Agreement #5 includes amendments to the Care Management and Outreach Services, Health Savings Account Services, and Performance Guarantee as outlined on the attachment.

The amendment has been reviewed by the Director of the PEBC, Groom Legal, H.R. Director and the Civil Section of the Dallas County District Attorney's Office.

OPERATIONAL IMPACT:

Approval of this request supports the Dallas County Employee Benefits Program.

FINANCIAL IMPACT:

Payment of all premiums, fees, and medical claims will be process from the Employee Benefits Trust Fund.

LEGAL IMPACT:

The Civil Section of the District Attorney's Office has reviewed the agreement.

ADMINISTRATIVE PLAN COMPLIANCE:

This recommendation supports Dallas County's Vision of being an operationally model governmental entity by providing an attractive benefits package to its current employees and retirees; thus, creating and maintaining a strong, motivated Dallas County Workforce as well as providing sound, financially responsible and accountable governance.

RECOMMENDATION:

The Human Resources/Civil Service Department recommends the Commissioners Court approve the UnitedHealthcare Administrative Services Agreement #5 between Dallas County and United

HealthCare, and also allow the County Auditor to pay said rates as applicable and allow the County Judge to sign the Agreement on behalf of Dallas County.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the UnitedHealthcare Administrative Services Agreement #5 between Dallas County and United HealthCare, and also allow the County Auditor to pay said rates as applicable and allow the County Judge to sign the Agreement on behalf of Dallas County.

ATTACHMENTS:

Amendment No. 5 to UHC Administrative Services Agreement FINAL EXECUTION VERSION 3.10.2021-signed by UHC and PEBC and DA Civil

ADMINSTRATIVE SERVICES AGREEMENT AMENDMENT NO. 5

This Amendment No. 5 ("**Amendment 5**") to the Administrative Services Agreement – Contract No. 730292 ("**Agreement**") is made and entered into between United HealthCare Services, Inc. ("**United**", "**We**", "**Our**") and Dallas County, a governmental entity organized under the laws of the State of Texas ("**Customer**"), as a member of the Public Employee Benefits Cooperative of North Texas ("**PEBC**"), and is effective on January 1, 2021 unless otherwise specified. The Customer and United may be referred to collectively as "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, United HealthCare Services, Inc., and Dallas County, as a member of PEBC entered into an Agreement effective January 1, 2011 for the provision of services in connection with Customer's self-funded medical plans as described in the Agreement; and

WHEREAS, the Parties, now seek to amend the terms and conditions of the Agreement as stated in this Amendment No. 5.

NOW THEREFORE, in consideration of the mutual covenants and consideration named herein, the Parties hereby agree to amend the Agreement as follows:

1. Any capitalized terms used in this Amendment 5 have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

2. The Agreement that is being amended includes any and all amendments, if any, that are effective prior to the effective date of this Amendment No. 5.

3. Other than as stated herein, nothing in this Amendment 5 alters, varies or affects any of the terms, provisions or conditions of the Agreement, including any and all amendments to the Agreement, if any, that are effective prior to the effective date of this Amendment 5.

4. Exhibit A – Services, is amended as set forth in **Exhibit A-1**, which is attached hereto.

5. The Agreement is revised and amended as set forth in Exhibit A-1.

6. Exhibit B – Service Fees, is deleted and replaced with the attached **Exhibit B**.

7. Exhibit C – Performance Guarantees for Health Benefits is deleted and replaced with the attached **Exhibit C**.

8. Chapter 2271 Assurances. As required by Texas Government Code, Section 2271.002, United HealthCare Services, Inc., certifies, by executing this Amendment 5 that it does not boycott Israel and will not boycott Israel during the term of the Agreement and any renewal period.

9. Chapter 2252.152 Assurances. By entering into this Amendment 5, United HealthCare Services, Inc., represents and warrants that it is not a company that is identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State).

10. Integration and Exhibits. PEBC Request for Proposal No. 2019-112 and United HealthCare Services, Inc.'s

response to PEBC Request for Proposal No. 2019-112 are incorporated by reference as if fully reproduced herein.

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[**SIGNATURES ON FOLLOWING PAGE**]

The Parties, by signing below, agree to the terms of this Amendment No. 5.

PEBC - Dallas County

By _____

Authorized Signature

Print Name: Clay Jenkins

Print Title: County Judge

Date _____

United HealthCare Services, Inc.

By Dan Rocha

Authorized Signature

Print Name Dan Rocha

Print Title Regional Contract Manager

Date March 10, 2021

RECOMMENDED:

By: Robert B. Wilson

Digitally signed by Robert B. Wilson
DN: cn=Robert B. Wilson, o=HR Director, ou, email=Robert.B.Wilson@dallascounty.org, c=US
Date: 2021.03.11 08:43:21 -06'00'

Robert Wilson DATE
Exec. Director, Dallas County Human Resources

APPROVED AS TO FORM FOR DALLAS COUNTY*:

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

RUSSELL RODEN
CHIEF, CIVIL DIVISION

By: Tina R. Patel 3.10.2021

Digitally signed by Tina R. Patel
Date: 2021.03.10 18:21:39 -06'00'

Tina R. Patel DATE
Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

REVIEWED BY:

Dolores Lewis 3/10/2021

Dolores Lewis, Exec. Director PEBC DATE

Exhibit A-1

The Administrative Services Agreement is amended as noted below.

This Amendment No. 5 will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

Effective January 1, 2021, Section I – Care Management and Outreach Services is hereby amended by the addition of the following:

Service	Comments
Wellness/Consumer Incentives • Rewards Programs: Customer will be responsible for funding any applicable financial incentives.	

Effective January 1, 2021, the Agreement is amended by the addition of a Health Savings Account:

A. The following definitions are added to Section 1 – Definitions:

HSA or Health Savings Account: A tax-advantaged account established by Customer's Employees principally to fund certain qualified medical expenses.

Treasury Department: The United States Department of the Treasury.

B. The following Section 4.7 Health Savings Account (HSA) is added to Section 4 – Services Provisions:

Section 4.7 HealthHealth Savings Account (HSA). United will provide Customer with an HSA. The HSA is not subject to ERISA, and accordingly, any provisions of this Agreement which reference ERISA or which establish upon United an obligation to provide reporting or other services standardly associated with an ERISA plan shall not apply to the HSA and any services relating thereto.

Customer acknowledges that HSAs are subject to contribution limits and other requirements imposed by the IRC and associated guidance issued by the IRS/Treasury Department. Customer acknowledges and agrees that United shall have no obligation to ensure compliance with any requirements or limitations pertaining to HSAs, their establishment and/or use. To the extent that Customer has established contribution amounts and other HSA program requirements applicable to Customer Enrolling Employees, Customer will advise United of such requirements. United will not verify that distributions from Customer's Enrolling Employees' HSAs are for qualified medical expenses.

C. A new Exhibit E – Health Savings Account (HSA) Services is added as follows:

EXHIBIT E - HEALTH SAVINGS ACCOUNT (HSA) SERVICES

Service	Comments
Standard HSA services. United's affiliate will be Customer's preferred HSA custodian for eligible employees' HSAs. United will provide the following services in relation to those HSA custodial services: • Pre-enrollment brochures – one per employee. • Human Resources Communication Toolkit. • Provide access to bank account information through a member website for account holders enrolled in health plans administered by United.	

Effective January 1, 2021, any references to Shared Savings Program, Facility Reasonable & Customary Charge Determination Program, Reasonable and Customary Charge Guidelines, and/or Maximun Non-Network Reimbursement Program, each as applicable, are replaced in their entirety as follows:

Naviguard – Emergent/RAPL (Participant Had No Choice). Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well as on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.	Participants are held harmless from provider balance billing. Program complies with applicable law and regulation including but not limited to the ACA minimum reimbursement methodology.
Naviguard – Non Emergent (Participant Had Choice). Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well as on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.	Customer directs United, at United's discretion, to increase compensation for a particular claim if United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).

All reference to recovery services in the Agreement, each as applicable, are replaced in their entirety as follows:

Section 4.3 Prevention and Recovery Services. United will provide prevention and recovery services for Overpayments and other Plan recovery and savings opportunities as described herein.

Overpayments. United will attempt to recover Overpayments by employing all reasonablee outreach to Participants and/or providers to request reimbursement.

Payment Integrity Services. United provides services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). United's Payment Integrity Services help guard against potential errors, fraud, waste and abuse by reviewing claims on a pre- or post-adjudicated basis.

United's Payment Integrity Services processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Payment Integrity Services to Customer and to United's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any particular level of prevention, detection, or recovery.

United makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Exhibit B - Fees.

Recovery Process – Non-Class Action Recoveries. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, whether to initiate litigation or arbitration (after obtaining Customer's consent), the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where United pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted United an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular claim or for any particular customer. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical, as determined in United's discretion. While United may initiate litigation or arbitration to facilitate a recovery, United has no obligation to do so. If United initiates litigation or arbitration, Customer will cooperate with United in the litigation or arbitration.

If this Agreement terminates, in whole or in part, United may continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.3.

Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within thirty (30) days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United may continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.3.

Offsetting Process. Overpayment recoveries may occur by offsetting the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on the age of the Overpayment for electronic payments. United may recover the Overpayment by offsetting, in whole or in part, against future benefits that are payable under the Plan in connection with services provided to any Participants. Customer hereby directs United not to use the offset method of recovering Overpayments where the offset involves a plan in addition to Customer's Plan (a "Cross Plan Offset"). Customer acknowledges that due to this direction, Overpayment recoveries may take longer to process and that the overall recovery amount may be less. United is not liable to Customer for any Overpayments not recovered that could have been recovered through the use of the Cross Plan Offset process.

In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

Recovery Fees. Customer will be charged a fee for the Payment Integrity Services described in this Section 4.3. That fee is set forth in Exhibit B-Fees. No fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

EXHIBIT B - FEES

Contract Number 730292
The following financial terms are effective for the period January 1, 2021 through December 31, 2023.

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. Pursuant to Texas Tax Code Sec. 151.309, Customer is exempt from the assessment of Texas state sales, use and excise taxes. Further, Customer is exempt from federal excise taxes under 26 U.S.C § 4253(i). Customer shall provide evidence of tax-exempt status to United upon request.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees are based upon an estimated minimum of 5,860 enrolled Employees for year 2021.

The Standard Medical Service Fees are the sum of the following:

$37.53 per Employee per month covered under the Choice + and Choice + HSA portion of the Plan.

$33.54 per Employee per month covered under the Choice + Early Retirees portion of the Plan.

$33.54 per Employee per month covered under the Choice + HSA Early Retirees portion of the Plan.

Average Contract Size: 1.69 for year 2021.

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.	Fee not to exceed 24% of the gross recovery amount
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.	Fee not to exceed 10% of the gross recovery amount.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims.	Fee not to exceed 22% of the gross recovery amount.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims.	Fee not to exceed 22% of the gross recovery or prevented amount

• Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Pre-adjudicated claims or post-adjudicated claims.	
Hospital Bill and Premium Audit Services • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.	Fee not to exceed 22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries • Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. • Pre-adjudicated claims or post-adjudication claims.	.
Third Party Liability (Subrogation) • Services to prevent the payment of Plan Benefits, or recover Plan Benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated. claims. • Customer will not engage any entity except United to provide such services without prior United approval.	Fee not to exceed 33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
External Reviews	For each subsequent external review beyond 10 total reviews per year, a fee of $500 will apply per review.

Credit

Wellness Credit Allowance: The Wellness Credit Allowances of $100,000 is an annual allowance for the benefit of all PEBC Member to be shared among the Groups under its normal PEBC cost-share arrangements and jointly managed by the PEBC and United. The Wellness Credit Allowances is available until the earlier of the date the balance reaches zero or the policy year ends.

Communication Credit Allowance: The Communication Credit Allowance $100,000 is an annual allowance for the benefit of all PEBC Member Groups to be shared among the Groups under its normal PEBC cost-share arrangements and jointly managed by the PEBC and United. It is provided to offset costs associated with annual enrollment, communication materials and subsequent communication expenses as approved by the PEBC. The Communication Credit Allowance is available until the earlier of the date the balance reaches zero or the policy year ends.

Reporting Credit Allowance: The Reporting Credit Allowance of $50,000 is an annual allowance for the benefit of all PEBC Member to be shared among the Groups under its normal PEBC cost-share arrangements and jointly managed by the PEBC and United. The Reporting Credit Allowance is available until the earlier of the date the balance reaches zero or the policy year ends.

Benefits Admin System Credit Allowance (Budget): The Benefits Admin System Credit Allowance of $50,000 is an annual allowance for the benefit of all PEBC Member to be shared among the Groups under its normal PEBC cost-share arrangements and jointly managed by the PEBC and United. The Benefits Admin System Credit Allowance is available until the earlier of the date the balance reaches zero or the policy year ends.

Flexible Spending Account Administration
The following financial terms are effective for the period January 1, 2020 through December 31, 2024

Service Description	Fee
FSA Administration	$2.85 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	$1,765
Eligibility feeds – Per file in excess of 52 per year	$235
Health Care Spending Card	Included
Nondiscrimination testing	$500 per occurence

COBRA Administration
Contract No.: 730292
The following financial terms are effective for the period January 1, 2020 through December 31, 2024

COBRA Billing Set Up and Maintenance	Year One	Year Two - Year Five
Group Setup Fee (one time fee at implementation)	Included	n/a
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	n/a
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	Included

COBRA Services		
Ongoing COBRA Continuant Per Month Charge	$3.00	$3.00
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	$14.50	$14.50
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included

COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	$3.00	$3.00
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included
State Continuation Notification (per notice)	Included	Included
Past Due Notices to Continuants (per notice, upon request)	Included	Included

Direct (Retiree) Billing Services		
Direct (Retiree) Billing (per continuant per month)	$3.00	$3.00
Past Due Notices to Continuants (per notice, upon request)	Included	Included

The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services		
Retro COBRA / HIPAA Initial Rights Notices (per notice)	$3.00	$3.00

Post-COBRA HIPAA Certificates of Coverage on **outside** COBRA members (per certificate)*	$3.00	$3.00
HIPAA Privacy Notices (per notice)	$3.00	$3.00
Medicare-D Notifications	$0.95	$0.95
Open Enrollment Services		
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client *There is a $100 minimum for Open Enrollment Services	$8.00 Plus Postage	$8.00 Plus Postage

*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2021 through December 31, 2021 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments there to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00%		

	Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.		
Level	Office that services Customer's account		

Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$23,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$11,643
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$11,643
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Optum Clinical Performance Guarantee Summary

Guarantee Terms & Conditions

- These guarantees become effective on the later of the service implementation date or execution of a services agreement; in the event of early termination of this services agreement all guarantees are void; performance guarantees shall not apply to contract renewals or extensions of less than twelve months.
- We shall not be required to meet any guarantee to the extent our failure is due to your actions or inactions, including failure to execute agreed-upon communications or incentive strategies or failure to maintain an 85% valid phone number rate for those members identified for telephonic outreach (unless another level is specified by a specific guarantee). In the event the valid phone number rate is below the 85% threshold, the targets on all guaranteed measures will be scaled based on a percentage of the valid phone number target delivered. For example, if there are 75% valid phone numbers, the target will be scaled to 88% (75% / 85%). If the listed target is 85%, the scaled target is 75% (88% x 85%).
- Fees at risk are waived in all cases where our performance failure is caused in whole or part by a Force Majeure event or by a labor dispute resulting in a strike; or Optum's required compliance with any law, regulation, or governmental agency mandate; or anything beyond Optum's reasonable control.
- Prior to the end of the guarantee period, and provided that this agreement remains in force, Optum may specify to the client, in writing, new performance guarantees for the subsequent guarantee period. If new performance guarantees are specified, a new exhibit will be provide that replaces this exhibit for that subsequent guarantee period.
- These guarantees can be revised should the services implemented vary from those quoted or agreed upon, an award is not made within 90 days of submission of these proposed guarantees, communications or incentive strategies change from the information and descriptions provided to us at the time of this quote, or where covered members or average contract size (ACS) varies by more than 10% from assumptions used here of 21,900 actives and pre-65 retiree members and ACS of 1.78 respectively.
- Results are measured and reported on a plan year basis unless otherwise indicated; results are rounded to the nearest whole number unless the target is specified with more precision. A minimum of 50 qualified members are required to provide measurement for any guarantee, although individual programs/guarantees may have additional higher thresholds. Performance guarantees that are not settled within 9 months of the completion of measurement are considered void.
- Optum will compute the calculation for each PG.
- Any penalties payable pursuant to this Exhibit shall be deducted from an upcoming monthly payment payable by client.
- A variety of interventions and reporting mechanisms can be used to collect data and report against these PGs, including but not limited to IVR (interactive voice response), online survey tools and assessments, claims mining or other methodologies.

  Acceptance of these PGs includes client approval for any or all of these methods to be utilized without additional express or prior permission.
- Client agrees that the penalties payable under this agreement are client's sole remedies for such performance standards hereunder, and that failure to meet a performance standard for which a penalty has been paid or is payable shall not, by itself, constitute a terminable breach under the agreement.
- Performance guarantees apply only when applicable to services provided and programs purchased during an entire measurement period.
- These guarantees are contingent upon the purchase of the PHS 3.0 solution.
- Measured at the PEBC book level.

Information of UnitedHealth Group

Client Name: PEBC

Effective Start Date: 1/1/2020

Effective End Date: 12/31/2022

Metric	Definition	Guaranteed Result	Result Timeframe	% PHS 3.0 Buy-up Fees at Risk			Calculation	Terms and Conditions
				Year 1	Year 2	Year 3		
Outcomes: Savings and ROI								
PMPM Savings: Best in Class	Meet or exceed the targeted savings for all Clinical programs	$4.00 PMPM	Annual	13.0%	13.0%	13.0%	In the "best-in-class" measurement we have identified the best methodology for each intervention type. This provides the flexibility to intervene with membership in the most cost-effective, value-driving manner while assuring that we are accurately measuring the value of the services provided.	• This PG is contingent on the purchase of the PHS 3.0 program and covers the following conditions: Case Management, Disease Management, Maternity, Cancer, Kidney, 24-7 Access to Care, and Decision Support. • Requires mutually agreed upon communications • When appropriate, actuarial techniques will be used to blend Book of Business results with Client specific results to mitigate the impact of random variation and small population volatility. For some low prevalence conditions, the savings will be measured at the PHS

								3.0 book of business level.• Payout: 100% savings achieved - 0%80 - 99% of savings - 10% of fees at risk60 - 79% of savings - 30% of fees at risk40 - 59% of savings - 50% of fees at risk30 - 39% of savings - 70% of fees at risk<30% of savings - 100% of fees at risk • The following requirements must be met to measure this guarantee in any given year: - Access to Medical and Pharmacy claims data during the measurement year - Access to 24 months of Medical and Rx claims history prior to program implementation
Satisfaction								

Member Satisfaction	Percent of surveyed program participants who responded "satisfied" or "very satisfied" to the question: "Overall, how satisfied were you with the nurse on helping you address your health care needs?"	90%	Annual	2.0%	2.0%	2.0%	Numerator: Those in the denominator who responded "satisfied" or "very satisfied" to the question: "Overall, how satisfied were you with the nurse on helping you address your health care needs?" Denominator: Those participants completing a satisfaction survey	• Target measured against Optum reported book of business. • Related to Clinical programs only
			Total Fees at Risk	**15.0%**	**15.0%**	**15.0%**		