

AMENDMENT NO. 6
RFP NO. 604028-16
MEDICAL AND DENTAL THIRD-PARTY ADMINISTRATION (TPA) SERVICES

THIS AMENDMENT is made and entered into this ____ day of _____ 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY" or "PLAN SPONSOR"), and UMR, INC. (hereinafter referred to as "TPA" or "VENDOR").

WITNESSETH:

WHEREAS, COUNTY and HEALTHSCOPE BENEFITS, INC. entered into an agreement under RFP Number 604028-16, entitled "Medical and Dental Third-Party Administration (TPA) Services" dated August 10, 2016 (hereinafter referred to as CONTRACT); and multiple Amendments thereto;

WHEREAS, HEALTHSCOPE BENEFITS, INC. assigned and UMR assumed HEALTHSCOPE BENEFITS, INC.'S rights, obligations and liabilities under the CONTRACT as of August 4, 2021;

WHEREAS, the parties desire to amend the CONTRACT; and

WHEREAS, except as amended hereby, the CONTRACT, all Schedules and Exhibits thereto shall remain in full force and effect. In the case of any conflict between the terms of this Amendment and the CONTRACT, the terms of this Amendment shall prevail.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Throughout the CONTRACT all references to "TPA" or "VENDOR" shall be replaced with UMR and all references to "PLAN SPONSOR" or "COUNTY" shall also include "CUSTOMER".
2. **The existing TELEMEDICINE SERVICES is deleted in its entirety from EXHIBIT 1 MEDICAL AND DENTAL THIRD-PARTY ADMINISTRATION (TPA) SERVICES SCOPE OF WORK of the CONTRACT effective January 1, 2022, and replaced with the following:**

Teladoc Services: UMR contracts with an outside vendor to provide Teladoc services for Participants on behalf of the Plan. The vendor contracts with licensed physicians to provide the service.

For General Medicine, Participants will be provided with toll-free access to telephone or web-based video access to medical consultation and health information services from a licensed physician 24 hours a day, seven days a week, or, upon request and if allowed by state law.

Customer is responsible for notifying Participants that if they choose to utilize Teladoc Services, they must complete a comprehensive medical history disclosure form either online, by paper, or by telephone, pay the applicable fee to Teladoc, and cooperate with any other reasonable requirements that Teladoc may require before services can be provided by a physician.

Customer understands that Teladoc is an independent contractor and is not affiliated with UMR in any way. Customer agrees and understands that UMR does not provide medical advice or warrant the advice provided by Teladoc. In no event shall UMR be found

responsible or liable in any way or to any extent for any losses, claims or damages, including but not limited to consequential, special, punitive, incidental, or direct or indirect damages resulting from the services provided by Teladoc and its employees, subcontractors and agents.

3. **The existing Proprietary Business Information, Access to Proprietary Business Information and Freedom of Information provisions are deleted in its entirety from SECTION XII: MISCELLANEOUS of Amendment No. 3 the CONTRACT effective January 1, 2022**
4. **The existing (N.) Force Majeure is deleted in its entirety from SECTION XII: MISCELLANEOUS of the Agreement effective January 1, 2022 and replaced with the following:**
Force Majeure. Neither party to this Agreement will be in default under this Agreement to the extent the party fails to perform its obligations under this Agreement due to fire, embargo, strike, war, accident, act of God, acts of terrorism or the party's required compliance with any law, regulation, or governmental agency mandate or anything beyond its reasonable control. TPA shall provide County satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
5. **The following provision is added to SECTION XII: MISCELLANEOUS of the Agreement effective January 1, 2022:**

(AA.) Catastrophic Events. During such time as a government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe"), Customer may direct UMR to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level), (c) extension of time frames for timely claims filing and/or appeals, (d) early replacement of lost or damaged durable medical equipment, and (e) other protocols reasonably required to provide Participants with access to health plan and pharmacy benefits as applicable. Such protocols are applicable to Participants whose place of residency falls within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.
6. **The existing Exhibit 2, MEDICAL AND DENTAL THIRD-PARTY ADMINISTRATION (TPA) SERVICES FEE SCHEDULE is deleted in its entirety and replaced with the Exhibit 2 below effective January 1, 2022.**

EXHIBIT 2. MEDICAL AND DENTAL THIRD-PARTY ADMINISTRATION (TPA) SERVICES
FEE SCHEDULE

Contract Number 76-414937

The following financial terms are effective for the period January 1, 2022 through December 31, 2022 unless otherwise specified. Customer acknowledges that the amounts paid for administrative services are reasonable.

ITEM	FEE and BASIS
Medical Fees	
Base Medical Fee	\$11.95 PEPM
Dental Fees	
Base Dental Fee	\$1.45 PEPM
Claims Reprocessing	No Charge
Network Access Fees	
•Diversified (OPI DDPR) – PPO	\$0.67 PEPM
•SHO Dental (OPI D1) - EPO	\$1.50 PEPM
ID Card Services	
Mail ID Cards to Employee's Home	Included in Base Fee
ID Cards - Additional Cards	\$0.82 per card for full reprint only
Banking Services	
Custodial Banking Maintenance Charges	Waived No Fee
Reporting/Special Data Services	
Development of Production Custom Reports/File Feeds	Deerwalk (eligibility, medical claim)_No Fee for migration SHO (eligibility only)_No Fee for migration \$0.50 PEPM DataSCOPE Reporting EyeMed (eligibility only) No Fee for migration LNL (eligibility, medical claim)_No Fee for migration
Custom Ad-Hoc Reports – Request System	\$100/hr. after 50 Hours Per Year

ITEM	FEE and BASIS
Certificates of Creditable/Non-creditable Coverage (Medicare Part D) (If Requested)	\$1.35 Per Certificate, subject to a \$100 minimum
Network/Managed Care	
Network Access Fees	\$7.87 PEPM
•UnitedHealthcare Choice Plus	\$7.87 PEPM
•SHO Choice Plus	\$0.65 PEPM
•BHO Behavior HealthCare Options	
Transplant Solution (TS) Services	
Transplant Network via Centers of Excellence (COE) Customer shall pay UMR administrative fee based upon the Transplant type as follows:	
Bone Marrow/Stem Cell	
Autologous less than 11 days	\$5,000 Per Transplant
Autologous 11 or more Days – breast Cancer	\$10,000 Per Transplant
Autologous 11 or more Days – all other diagnosis	\$20,000 Per Transplant
Allogeneic – related/unrelated	\$20,000 Per Transplant
Non-myeloablative BMT - mini	\$5,000 Per Transplant
Tandem BMT	
Auto/Auto	\$10,000 Per Transplant
Auto/Allo Related Mini	\$20,000 Per Transplant
Auto/Allo Unrelated Mini	\$20,000 Per Transplant
Heart, Single Lung, Heart/Lung	\$10,000 Per Transplant
Double Lung, Multi-Organ	\$20,000 Per Transplant
Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	\$20,000 Per Transplant
Kidney	\$3,500 Per Transplant
Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	\$7,500 Per Transplant
Ventricular Assist Devices (VAD)	
Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at \$10,000 Per Case
Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at \$10,000 Per Case
Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at \$10,000 Per Year
If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged.	
If a Participant receives transplant care, but no transplant is performed (“Early Term”), the administrative fee will be 35% of the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above.	
A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider’s transplant program, (2) cases in which the Participant dies prior to transplant or VAD implant, or (3) cases in which Participant’s coverage ends prior to transplant or VAD implant.	

ITEM	FEE and BASIS
Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees will not exceed the administrative fee for the corresponding transplant set forth in the table above.
Extra-Contractual Services	The fees are 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.

ITEM	FEE and BASIS
<p>Cellular Therapy Services</p>	<p>Extra-Contractual services are required for Cellular Therapy cases. For Cellular Therapy cases, Customer shall pay UMR an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the provider's usual charges for the same services, not to exceed \$20,000 per Cellular Therapy Case as defined in the written agreement entered into between UMR and provider as applicable to the Participant.</p> <p>Early Term pricing as set forth above, applies to cases in which the Participant receives care and no cellular therapy infusion occurs (i.e. Early Term Cellular Therapy cases).</p>

ITEM	FEE and BASIS
Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to \$1,295 for a Comprehensive Review from a single reviewer, or \$1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to \$495 for a single review or \$1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of \$200 for each physician reviewer.
Claim Services	
Subrogation Services	15% of recoveries
Preferred Stop Loss Interface Fee	Included in Base Fee
Other Fees	
SPD Booklet Preparation Fee	Included in Base Fee
SPD Booklet Printing	Included in Base Fee
Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.	Included in Base Fee
Pharmacy Benefit Management (PBM) – Other PBM	Included in Base Fee
Support for Integrated Rx-Medical Accumulators	Included in Base Fee
Assume Claims Fiduciary Responsibility	Included in Base Fee
Mayo COE (Centers of Excellence)	\$500 per referral, \$500 per active case, \$500 per submission fees
Teladoc Services (general medicine)	\$0.97 PEPM
PEPM means Per Employee Per Month (covered employee)	
Clark County Detention Center	
Claim Administration	\$20.00 per claim (subject to \$1,000 monthly minimum)

ITEM	FEE and BASIS
Medical Reviews	As charged to TPA
Provider EOB's	Included in Base Fee
Programming Fees (programming fee shall only be assessed when material changes are made to the eligibility file feed or other interfaces necessary to administer the above mentioned services)	\$125.00 per hour

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, 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.

UMR may receive direct or indirect compensation from third parties in the course of administering Customer's Plan(s), such as commissions paid to UMR for the placement of stop loss policies, or being the third party administrator of record. All third party compensation received is taken into account by UMR when it prices the administrative fees that it charges Customer for services under this Agreement to the extent reasonably possible, it being understood that certain compensation relates to UMR's total book of business rather than to any single customer.

A UMR affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a UMR affiliate.

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Customer acknowledges that the election of any stop loss insurance carrier is at the discretion of Customer, and the applicable policy must be specifically accepted by Customer. Customer may have elected to utilize the services of stop loss insurance carrier that has neither been placed nor specifically endorsed by UMR.

Rebates on Medical Drug Claims

UMR will follow its established process to submit medical drug claims for rebate payment as part of UMR's efforts to bring cost effective solutions to Customer. Using internal solutions, UMR is able to identify a designated list of J Code drugs that qualify for rebate payments from pharmaceutical manufacturers. Customer's medical rebate payments with UMR will be paid to Customer at 80% of the Medical Benefit Drug Rebates UMR receives, regardless of Customer's pharmacy benefits manager (PBM). UMR will retain the balance of such Medical Benefit Drug Rebates as part of UMR's compensation.

7. Unless otherwise stated, the revisions contained herein are effective as of January 1, 2022.

This Amendment No. 6 represents an increase of \$1,597,938 annually.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY or PLAN SPONSOR or CUSTOMER:
COUNTY OF CLARK, NEVADA

UMR, INC.

By: _____
JESSICA COLVIN
Chief Financial Officer

By: *K. Hiatt*

KIMBERLY HIATT
Senior Associate General Counsel

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: *Elizabeth A. Vibert*

ELIZABETH VIBERT
Deputy District Attorney