



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 17

DATE: 1/14/2025

**SUBJECT: CONSIDERATION OF AMENDMENT NO. 8 TO THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN UNITED HEALTHCARE SERVICES AND TARRANT COUNTY**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider Amendment No. 8 to the Administrative Services Agreement between United Healthcare Services, Inc. and Tarrant County, effective from January 1, 2024, to December 31, 2024.

**BACKGROUND**

On August 29, 2023, the Commissioners Court approved several items related to employee healthcare benefits for plan year 2024 through Court Order Numbers 141538, 141539, 141540, 141541, 141542, and 141543. These included plan choices, service provider selections, fees, and contribution rates.

At that time, the Court approved the continued selection of UnitedHealthcare (UHC) as the administrative service provider for the self-funded medical plans in 2024. This includes services such as the Health Savings Account (HSA) provided by Optum Bank (effective January 1, 2014), the PEBC Wellness Plan (effective January 1, 2015), and COBRA Administration, Flexible Spending Account (FSA) Services, Direct Retiree Billing Services, Behavioral Health Solutions, and the Employee Assistance Program (EAP) (effective January 1, 2020).

If approved, Amendment No. 8 updates Exhibits B and C of the Administrative Services Agreement between United Healthcare Services, Inc. and Tarrant County. These exhibits address the Standard Medical Service Fee (Exhibit B) and include the Employee Assistance Program (EAP) as well as the monthly medical service fees per employee.

Amendment No. 8 was approved as to form by the Criminal District Attorney’s Office and includes the monthly rates and provisions authorized by the Court.

It is important to note that, as communicated on August 20, 2024, new service providers for Medical, Pharmacy, Wellness, EAP, FSA, HSA, COBRA, and Retiree Billing will take effect on January 1, 2025.

**FISCAL IMPACT**

The financial impact for Plan Year 2024 is \$2,060,739.49. Funding was budgeted as follows:

\$1,551,029.00 in account 65100-2024/1914100000 and \$509,710.49 in account 65100-2025/1914100000.

SUBMITTED BY	Human Resources	PREPARED BY:	Glorimar Lugo Ortiz
		APPROVED BY:	Anjanie Ramnarine

## ADMINISTRATIVE SERVICES AGREEMENT AMENDMENT NO. 8

This Amendment No. 8 (“**Amendment 8**”) to the Administrative Services Agreement – Contract No. 730502 (“**Agreement**”) is made and entered into between United HealthCare Services, Inc. (“**United**”, “**We**”, “**Our**”) and Tarrant 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, 2024 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 Tarrant 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. 8.

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 8 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. 8.
3. Other than as stated herein, nothing in this Amendment 8 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 8.
4. Exhibit B – Fees, is deleted and replaced with the attached **Exhibit B**.
5. Exhibit C – Performance Guarantees for Health Benefits is deleted and replaced with the attached **Exhibit C**.
6. Chapter 2271 Assurances. As required by Texas Government Code, Section 2271.002, United HealthCare Services, Inc., certifies, by executing this Amendment 8 that it does not boycott Israel and will not boycott Israel during the term of the Agreement and any renewal period.
7. Chapter 2252.152 Assurances. By entering into this Amendment 8, 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).
8. Boycott of Energy Companies Prohibited. Pursuant to Section 2274.002 of the Texas Government Code (added by 87th Legislature. S.B. 13), United HealthCare Services, Inc. verifies that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the

verification required by Section 2274.002 of the Texas Government Code does not apply to United HealthCare Services, Inc. and this Agreement. If circumstances relevant to this provision change during the course of the Agreement, United HealthCare Services, Inc. shall promptly notify Group. “Boycott energy company” is defined in Section 809.001(1) of the Texas Government Code (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

9. Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. Pursuant to Section 2274 of the Texas Government Code (added by 87th Legislature, S.B. 19), United HealthCare Services, Inc. verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to United HealthCare Services, Inc. and the Agreement. If circumstances relevant to this provision change during the course of the Agreement, United HealthCare Services, Inc. shall promptly notify Group. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.
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.
11. Section 16.7 Notices, is amended by adding the following recipients to the “Notices to You” section:

Tarrant County, TX  
County Judge  
100E. Weatherford St., Suite 501  
Fort Worth, TX 76196

and

Tarrant County Human Resources Department  
ATTN: Director of Human Resources  
100 E. Weatherford St., Suite 301  
Fort Worth, TX 76196

With a copy to:  
PEBC  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attention: Dolores Lewis, Executive Director

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[SIGNATURES ON FOLLOWING PAGE]

The Parties, by signing below, agree to the terms of this Amendment No. 8.

COUNTY OF TARRANT  
IN THE STATE OF TEXAS.

United HealthCare Services, Inc.

By \_\_\_\_\_  
Authorized Signature  
Print Name: Tim O'Hare  
Print Title: Tarrant County Judge  
Date \_\_\_\_\_

By Bambi Kenney  
Bambi Kenney (12/11/2024 14:48 PST)  
Authorized Signature  
Print Name Bambi Kenney  
Print Title Associate Contract Manager  
Date 12/11/2024

**REVIEWED BY:**

Dolores Lewis Dec 11, 2024  
Dolores Lewis (Dec 11, 2024 17:31 CST) DATE

Dolores Lewis, Exec. Director PEBC

APPROVED AS TO FORM:

James Marvin Nichols  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Certification of Available Funds: \$ \_\_\_\_\_

\_\_\_\_\_  
Tarrant County Auditor

Renewal 4Q2021v3  
Agreement No. 2213.7

## EXHIBIT B – FEES

The Medical Fees (“Fees”) are as stated below. Customer acknowledges that Fees 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.

### Medical Fees

**The following financial terms are effective for the period January 1, 2024 through December 31, 2025, unless otherwise specified.**

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

Final Claims Fiduciary: United

#### **Effective January 1, 2024 through December 31, 2024**

The Fees listed below are based upon an estimated minimum of 4,143 enrolled Employees.

\$40.50 per Employee per month covered under the Choice + and Choice + HSA portion of the Plan.

\$36.35 per Employee per month covered under the Choice + Early Retirees portion of the Plan.

\$36.35 per Employee per month covered under the Choice + HSA Early Retirees portion of the Plan.

Average Contract Size: 1.89

#### **Effective January 1, 2025 through December 31, 2025**

\$40.50 per Employee per month covered under the Choice + and Choice + HSA portion of the Plan.

\$36.35 per Employee per month covered under the Choice + Early Retirees portion of the Plan.

\$36.35 per Employee per month covered under the Choice + HSA Early Retirees portion of the Plan.

### FSA Fees

**The following financial terms are effective for the period January 1, 2020 through December 31, 2024.**

FSA Administration: \$2.85 per Enrollee Per Month (PEPM)

External Rollover – Set up charge per customer per vendor: \$1,765

Eligibility feeds – Per file in excess of 52 per year: \$235

Nondiscrimination testing: \$500 per test

### COBRA Fees

**The following financial terms are effective for the period January 1, 2020 through December 31, 2024.**

**UnitedHealthcare will return to the client the 2% COBRA administration fee that is routinely charged to the COBRA participants. UnitedHealthcare will provide COBRA administration for their entire benefit plan offering: medical,**

<b>dental, vision, FSA, etc. This includes UnitedHealthcare offered plans as well as plans provided by other carriers if all coverage's are not with UHC.</b>		
<b>COBRA Billing Set Up and Maintenance</b>	<b>Year One</b>	<b>Year Two - Year Five</b>
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
<b>COBRA Services</b>		
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 Continuant (per notice, upon request)	Included	Included
<b>Direct (Retiree) Billing Services</b>		
Direct (Retiree) Billing (per continuant per month)	\$3.00	\$3.00
Past Due Notices to Continuant (per notice, upon request)	Included	Included
<b>The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services</b>		
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <b>outside</b> COBRA members (per certificate)*	\$3.00	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00	\$3.00
Medicare-D Notifications	\$0.95	\$0.95

<b>Open Enrollment Services</b>		
<p>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</p> <p>*There is a \$100 minimum for Open Enrollment Services</p>	<p>\$8.00 Plus Postage</p>	<p>\$8.00 Plus Postage</p>
<p>*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.</p>		

**Payment Integrity Services**

Service Description	Fee
<p><b>Advanced Analytics and Recovery</b></p> <ul style="list-style-type: none"> <li>• United’s large-scale analytics to identify additional recovery opportunities.</li> <li>• Claims re-examined every month for up to 12 months.</li> <li>• Post-adjudicated claims.</li> </ul>	24% of the gross recovery amount
<p><b>Coordination of Benefits (“COB”)</b></p> <ul style="list-style-type: none"> <li>• Verify primary/secondary payer accuracy</li> <li>• Identify claims to be investigated using a layered approach to identify other primary payers:               <ol style="list-style-type: none"> <li>1. Eligibility match to other commercial payers</li> <li>2. Eligibility match to Medicare</li> </ol> </li> <li>• Correct pre-adjudicated claims prior to claim payment</li> <li>• Update claims systems with other primary/secondary payers’ information</li> <li>• COB indicators set to edit subsequent claims with primary/secondary payers’ information</li> </ul>	No additional Fee.
<p><b>Credit Balance Recovery</b></p> <ul style="list-style-type: none"> <li>• Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology.</li> <li>• On-site at hospitals and facilities.</li> <li>• Post-adjudicated claims.</li> </ul>	10% of the gross recovery amount.
<p><b>Focused Claim Review</b></p> <ul style="list-style-type: none"> <li>• Review of claims for inappropriate billing of services not documented in clinical notes.</li> <li>• Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims.</li> </ul>	22% of the gross recovery amount.
<p><b>Fraud, Waste, and Abuse Management</b></p> <ul style="list-style-type: none"> <li>• Detection and recovery of wasteful, abusive, and/or fraudulent claims.</li> <li>• Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review.</li> <li>• Pre-adjudicated claims or post-adjudicated claims.</li> </ul>	22% of the gross recovery or prevented amount
<p><b>Hospital Bill and Premium Audit Services</b></p>	22% of the gross recovery amount

<ul style="list-style-type: none"> <li>In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy.</li> <li>Post-adjudicated claims.</li> </ul>	
<p><b>Litigation and Arbitration Fees for Recoveries</b></p> <ul style="list-style-type: none"> <li>Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities.</li> <li>Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process.</li> <li>Pre-adjudicated claims or post-adjudication claims.</li> </ul>	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
<p><b>Third Party Liability - Subrogation</b></p> <ul style="list-style-type: none"> <li>Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party.</li> <li>Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments.</li> <li>Pre-adjudicated claims or post-adjudicated. claims.</li> <li>Customer will not engage any entity except United to provide such services without prior United approval.</li> </ul>	33.33% of the applicable savings amount.

**Other Fees**

<b>Service Description</b>	<b>Fee</b>
<p><b>Consolidated Appropriations Act, 2021 (“CAA”) Support Services.</b> United will support Customer’s compliance with the requirements of the CAA, including the No Surprises Act (“NSA”), by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> <li>NSA medical billing and the independent dispute resolution (“IDR”): <ul style="list-style-type: none"> <li>United will determine if a claim is subject to the NSA billing protections.</li> <li>If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer.</li> <li>All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United.</li> <li>United will not be using third party provider networks for services covered by the NSA.</li> <li>The fees for programs in which the parties share in the savings achieved off a provider’s billed charge will continue to apply to all services covered under the NSA.</li> <li>Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account.</li> <li>Customer shall fund the IDR administration fee and all IDR arbitrator fees through the Bank Account.</li> </ul> </li> <li>Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently).</li> <li>Provider directory enhancements.</li> </ul>	<p>For the 2024 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United’s intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements . Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2024 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p>

<ul style="list-style-type: none"> <li>• Continuity of care and external appeals support for surprise medical bills.</li> <li>• Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury.</li> <li>• Provide language to support Customer’s anti-gag clause attestation requirement.</li> <li>• Prepare and file pharmacy benefits and drug cost reports.</li> <li>• Prepare and file air ambulance claims reports.</li> <li>• Provide and maintain price comparison information to Participants by telephone and online.</li> </ul>	
<p><b>Health Plan Transparency in Coverage Rule (“TiC”) Support Services.</b> United will support Customer’s compliance with the requirements of the TiC by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> <li>• Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer’s own website.</li> <li>• A cost estimator tool available online for Plan Participants for the items and services as required each year.</li> </ul>	<p>For the 2024 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.</p>
<p><b>Extended Non-Network Reimbursement Program</b> Offers a reimbursement policy on specialty services provided by a non-Network Provider in a facility, including emergency services provided by a non-Network physician or facility.</p>	<p>Included in the Standard Medical Service Fee</p>
<p><b>Naviguard Program</b></p> <ul style="list-style-type: none"> <li>• Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service.</li> <li>• Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies.</li> <li>• For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant’s balance billed amount (e.g., non-emergent, choice claim).</li> <li>• If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) 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 (b) 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).</li> </ul>	<p>No fee to the Customer</p>
<p><b>External Reviews</b></p>	<p>If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer’s total enrollment, a fee of \$500 will apply per review.</p>

<b>Medical Benefit Drug Rebate Compensation</b>	80% to Customer, the balance is retained by United as compensation for the services.
<b>Allocation and Payment of Gene Therapy Medical Benefit Drug Rebates</b>	If Customer purchases gene therapy stop loss through United or an affiliate, United will retain rebates for gene therapy drugs when Customer is reimbursed by stop loss for any gene therapy claim.
<b>Interest Rate</b> on Fees and Underfunding Bank Account	Prime + 4%
<b>Run-out Claims Administration</b> 6 months of runout	No Charge after the Initial Term.
Private Challenges	\$0.20 per Employee per month (Wellness Credit Allowance being used to offset this fee)

**Disclosure:** A United 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 United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

### Credits

**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.

## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The 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, 2024 through December 31, 2024 (“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 thereto 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	\$16,286
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%
	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Criteria		
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$16,286
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%		
<b>Dollar Accuracy (DAR)</b>			
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		\$16,286
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%		
<b>Member Phone Service</b>			
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.			
<b>Average Speed of Answer</b>			
Definition	Calls will sequence through United's 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		\$16,286
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		
<b>Abandonment Rate</b>			
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		\$16,286
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%		
<b>Call Quality Score</b>			
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 is each assigned a customer service quality score, using United's 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	\$16,286
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%	
<b>Satisfaction</b>		
<b>Employee (Member) Satisfaction</b>		
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	\$8,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
<b>Customer Satisfaction</b>		
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	\$8,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	






# PEBC Tarrant County ASA Amend FRA 1.1.2024 fully signed (003)

Final Audit Report

2024-12-11

Created:	2024-12-11
By:	Rosalinda Reyna (RReyna@pebcinfo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALDD2j1yDxJdRWRhjbhSxfky5v8Db0btW

## "PEBC Tarrant County ASA Amend FRA 1.1.2024 fully signed (003)" History

-  Document created by Rosalinda Reyna (RReyna@pebcinfo.com)  
2024-12-11 - 11:16:10 PM GMT
-  Document emailed to Dolores Lewis (dlewis@pebcinfo.com) for signature  
2024-12-11 - 11:16:18 PM GMT
-  Email viewed by Dolores Lewis (dlewis@pebcinfo.com)  
2024-12-11 - 11:17:19 PM GMT
-  Document e-signed by Dolores Lewis (dlewis@pebcinfo.com)  
Signature Date: 2024-12-11 - 11:21:20 PM GMT - Time Source: server
-  Agreement completed.  
2024-12-11 - 11:21:20 PM GMT



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER 144558  
PAGE 1 OF 17  
DATE: 1/14/2025

SUBJECT: **CONSIDERATION OF AMENDMENT NO. 8 TO THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN UNITED HEALTHCARE SERVICES AND TARRANT COUNTY**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider Amendment No. 8 to the Administrative Services Agreement between United Healthcare Services, Inc. and Tarrant County, effective from January 1, 2024, to December 31, 2024.

**BACKGROUND**

On August 29, 2023, the Commissioners Court approved several items related to employee healthcare benefits for plan year 2024 through Court Order Numbers 141538, 141539, 141540, 141541, 141542, and 141543. These included plan choices, service provider selections, fees, and contribution rates.

At that time, the Court approved the continued selection of UnitedHealthcare (UHC) as the administrative service provider for the self-funded medical plans in 2024. This includes services such as the Health Savings Account (HSA) provided by Optum Bank (effective January 1, 2014), the PEBC Wellness Plan (effective January 1, 2015), and COBRA Administration, Flexible Spending Account (FSA) Services, Direct Retiree Billing Services, Behavioral Health Solutions, and the Employee Assistance Program (EAP) (effective January 1, 2020).

If approved, Amendment No. 8 updates Exhibits B and C of the Administrative Services Agreement between United Healthcare Services, Inc. and Tarrant County. These exhibits address the Standard Medical Service Fee (Exhibit B) and include the Employee Assistance Program (EAP) as well as the monthly medical service fees per employee.

Amendment No. 8 was approved as to form by the Criminal District Attorney's Office and includes the monthly rates and provisions authorized by the Court.

It is important to note that, as communicated on August 20, 2024, new service providers for Medical, Pharmacy, Wellness, EAP, FSA, HSA, COBRA, and Retiree Billing will take effect on January 1, 2025.

**FISCAL IMPACT**

The financial impact for Plan Year 2024 is \$2,060,739.49. Funding was budgeted as follows:

\$1,551,029.00 in account 65100-2024/1914100000 and \$509,710.49 in account 65100-2025/1914100000.

SUBMITTED BY	Human Resources	PREPARED BY:	Glorimar Lugo Ortiz
		APPROVED BY:	Anjanie Ramnarine

## ADMINISTRATIVE SERVICES AGREEMENT AMENDMENT NO. 8

This Amendment No. 8 ("Amendment 8") to the Administrative Services Agreement – Contract No. 730502 ("Agreement") is made and entered into between United HealthCare Services, Inc. ("United", "We", "Our") and Tarrant 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, 2024 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 Tarrant 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. 8.

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 8 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. 8.
3. Other than as stated herein, nothing in this Amendment 8 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 8.
4. Exhibit B – Fees, is deleted and replaced with the attached Exhibit B.
5. Exhibit C – Performance Guarantees for Health Benefits is deleted and replaced with the attached Exhibit C.
6. Chapter 2271 Assurances. As required by Texas Government Code, Section 2271.002, United HealthCare Services, Inc., certifies, by executing this Amendment 8 that it does not boycott Israel and will not boycott Israel during the term of the Agreement and any renewal period.
7. Chapter 2252.152 Assurances. By entering into this Amendment 8, 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).
8. Boycott of Energy Companies Prohibited. Pursuant to Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), United HealthCare Services, Inc. verifies that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the

verification required by Section 2274.002 of the Texas Government Code does not apply to United HealthCare Services, Inc. and this Agreement. If circumstances relevant to this provision change during the course of the Agreement, United HealthCare Services, Inc. shall promptly notify Group. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

9. Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. Pursuant to Section 2274 of the Texas Government Code (added by 87th Legislature, S.B. 19), United HealthCare Services, Inc. verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to United HealthCare Services, Inc. and the Agreement. If circumstances relevant to this provision change during the course of the Agreement, United HealthCare Services, Inc. shall promptly notify Group. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
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.
11. Section 16.7 Notices. is amended by adding the following recipients to the "Notices to You" section:

Tarrant County, TX  
County Judge  
100E. Weatherford St., Suite 501  
Fort Worth, TX 76196

and

Tarrant County Human Resources Department  
ATTN: Director of Human Resources  
100 E. Weatherford St., Suite 301  
Fort Worth, TX 76196

With a copy to:  
PEBC  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attention: Dolores Lewis, Executive Director

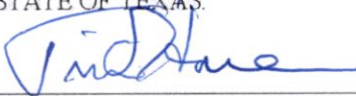
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**[SIGNATURES ON FOLLOWING PAGE]**

The Parties, by signing below, agree to the terms of this Amendment No. 8.

COUNTY OF TARRANT  
IN THE STATE OF TEXAS.

United HealthCare Services, Inc.

By   
Authorized Signature

By   
Authorized Signature

Print Name: Tim O'Hare

Print Name Bambi Kenney

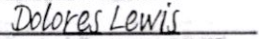
Print Title: Tarrant County Judge

Print Title Associate Contract Manager

Date 1/15/25

Date 12/11/2024

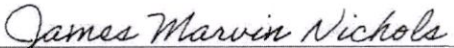
REVIEWED BY:

  
Dolores Lewis, Exec. Director PEBC

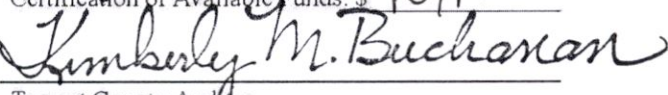
Dec 11, 2024

DATE

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Certification of Available Funds: \$ N/A  
  
Tarrant County Auditor

## **EXHIBIT B – FEES**

The Medical Fees ("Fees") are as stated below. Customer acknowledges that Fees 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.

### **Medical Fees**

**The following financial terms are effective for the period January 1, 2024 through December 31, 2025, unless otherwise specified.**

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

Final Claims Fiduciary: United.

**Effective January 1, 2024 through December 31, 2024**

The Fees listed below are based upon an estimated minimum of 4,143 enrolled Employees.

\$40.50 per Employee per month covered under the Choice + and Choice + HSA portion of the Plan.

\$36.35 per Employee per month covered under the Choice + Early Retirees portion of the Plan.

\$36.35 per Employee per month covered under the Choice + HSA Early Retirees portion of the Plan.

Average Contract Size: 1.89

**Effective January 1, 2025 through December 31, 2025**

\$40.50 per Employee per month covered under the Choice + and Choice + HSA portion of the Plan.

\$36.35 per Employee per month covered under the Choice + Early Retirees portion of the Plan.

\$36.35 per Employee per month covered under the Choice + HSA Early Retirees portion of the Plan.

### **FSA Fees**

**The following financial terms are effective for the period January 1, 2020 through December 31, 2024.**

FSA Administration: \$2.85 per Enrollee Per Month (PEPM)

External Rollover – Set up charge per customer per vendor: \$1,765

Eligibility feeds – Per file in excess of 52 per year: \$235

Nondiscrimination testing: \$500 per test

### **COBRA Fees**

**The following financial terms are effective for the period January 1, 2020 through December 31, 2024.**

UnitedHealthcare will return to the client the 2% COBRA administration fee that is routinely charged to the COBRA participants. UnitedHealthcare will provide COBRA administration for their entire benefit plan offering: medical,

dental, vision, FSA, etc. This includes UnitedHealthcare offered plans as well as plans provided by other carriers if all coverage's are not with UHC.

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 Continuant (per notice, upon request)	Included	Included
<b>Direct (Retiree) Billing Services</b>		
Direct (Retiree) Billing (per continuant per month)	\$3.00	\$3.00
Past Due Notices to Continuant (per notice, upon request)	Included	Included
<b>The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services</b>		
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> 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.

### Payment Integrity Services

Service Description	Fee
<b>Advanced Analytics and Recovery</b> <ul style="list-style-type: none"> <li>• United's large-scale analytics to identify additional recovery opportunities.</li> <li>• Claims re-examined every month for up to 12 months.</li> <li>• Post-adjudicated claims.</li> </ul>	24% of the gross recovery amount
<b>Coordination of Benefits ("COB")</b> <ul style="list-style-type: none"> <li>• Verify primary/secondary payer accuracy</li> <li>• Identify claims to be investigated using a layered approach to identify other primary payers:                             <ol style="list-style-type: none"> <li>1. Eligibility match to other commercial payers</li> <li>2. Eligibility match to Medicare</li> </ol> </li> <li>• Correct pre-adjudicated claims prior to claim payment</li> <li>• Update claims systems with other primary/secondary payers' information</li> <li>• COB indicators set to edit subsequent claims with primary/secondary payers' information</li> </ul>	No additional Fee.
<b>Credit Balance Recovery</b> <ul style="list-style-type: none"> <li>• Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology.</li> <li>• On-site at hospitals and facilities.</li> <li>• Post-adjudicated claims.</li> </ul>	.10% of the gross recovery amount.
<b>Focused Claim Review</b> <ul style="list-style-type: none"> <li>• Review of claims for inappropriate billing of services not documented in clinical notes.</li> <li>• Board certified, same-specialty medical directors.</li> <li>• Pre-adjudicated claims or post-adjudicated claims.</li> </ul>	22% of the gross recovery amount.
<b>Fraud, Waste, and Abuse Management</b> <ul style="list-style-type: none"> <li>• Detection and recovery of wasteful, abusive, and/or fraudulent claims.</li> <li>• Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review.</li> <li>• Pre-adjudicated claims or post-adjudicated claims.</li> </ul>	22% of the gross recovery or prevented amount
<b>Hospital Bill and Premium Audit Services</b>	22% of the gross recovery amount

<ul style="list-style-type: none"> <li>In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy.</li> <li>Post-adjudicated claims.</li> </ul>	
<p><b>Litigation and Arbitration Fees for Recoveries</b></p> <ul style="list-style-type: none"> <li>Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities.</li> <li>Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process.</li> <li>Pre-adjudicated claims or post-adjudication claims.</li> </ul>	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
<p><b>Third Party Liability - Subrogation</b></p> <ul style="list-style-type: none"> <li>Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party.</li> <li>Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments.</li> <li>Pre-adjudicated claims or post-adjudicated claims.</li> <li>Customer will not engage any entity except United to provide such services without prior United approval.</li> </ul>	33.33% of the applicable savings amount.

**Other Fees**

Service Description	Fee
<p><b>Consolidated Appropriations Act, 2021 ("CAA") Support Services.</b> United will support Customer's compliance with the requirements of the CAA, including the No Surprises Act ("NSA"), by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> <li>NSA medical billing and the independent dispute resolution ("IDR"): <ul style="list-style-type: none"> <li>United will determine if a claim is subject to the NSA billing protections.</li> <li>If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer.</li> <li>All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United.</li> <li>United will not be using third party provider networks for services covered by the NSA.</li> <li>The fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA.</li> <li>Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account.</li> <li>Customer shall fund the IDR administration fee and all IDR arbitrator fees through the Bank Account.</li> </ul> </li> <li>Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently).</li> <li>Provider directory enhancements.</li> </ul>	<p>For the 2024 plan-year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United's intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements. Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2024 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p>

<ul style="list-style-type: none"> <li>• Continuity of care and external appeals support for surprise medical bills.</li> <li>• Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury.</li> <li>• Provide language to support Customer's anti-gag clause attestation requirement.</li> <li>• Prepare and file pharmacy benefits and drug cost reports.</li> <li>• Prepare and file air ambulance claims reports.</li> <li>• Provide and maintain price comparison information to Participants by telephone and online.</li> </ul>	
<p><b>Health Plan Transparency in Coverage Rule ("TiC") Support Services.</b> United will support Customer's compliance with the requirements of the TiC by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> <li>• Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer's own website.</li> <li>• A cost estimator tool available online for Plan Participants for the items and services as required each year.</li> </ul>	<p>For the 2024 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.</p>
<p><b>Extended Non-Network Reimbursement Program</b> Offers a reimbursement policy on specialty services provided by a non-Network Provider in a facility, including emergency services provided by a non-Network physician or facility.</p>	<p>Included in the Standard Medical Service Fee</p>
<p><b>Naviguard Program</b></p> <ul style="list-style-type: none"> <li>• Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service.</li> <li>• Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies.</li> <li>• For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim).</li> <li>• If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) 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 (b) 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).</li> </ul>	<p>No fee to the Customer</p>
<p><b>External Reviews</b></p>	<p>If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer's total enrollment, a fee of \$500 will apply per review.</p>

<b>Medical Benefit Drug Rebate Compensation</b>	80% to Customer, the balance is retained by United as compensation for the services.
<b>Allocation and Payment of Gene Therapy Medical Benefit Drug Rebates</b>	If Customer purchases gene therapy stop loss through United or an affiliate, United will retain rebates for gene therapy drugs when Customer is reimbursed by stop loss for any gene therapy claim.
<b>Interest Rate on Fees and Underfunding Bank Account</b>	Prime + 4%
<b>Run-out Claims Administration 6 months of runout</b>	No Charge after the Initial Term.
<b>Private Challenges</b>	\$0.20 per Employee per month (Wellness Credit Allowance being used to offset this fee)

**Disclosure:** A United 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 United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

### Credits

**Wellness Credit Allowance:** The Wellness Credit Allowance 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 Allowance is available until the earlier of the date the balance reaches zero or the policy year ends.

**Communication Credit Allowance:** The Communication Credit Allowance of \$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.

## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The 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, 2024 through December 31, 2024 (“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 thereto 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.

<b>Claim Operations</b>		
<b>Time to Process in 10 Days</b>		
<b>Definition</b>	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
<b>Measurement</b>	Percentage of claims processed	94%
<b>Criteria</b>	Time to process, in business days or less after receipt of claim	business days . 10
<b>Level</b>	Standard claim operations reports	
<b>Period</b>	Site Level	
<b>Payment Period</b>	Annually	
<b>Fees at Risk</b>	Total Dollars at Risk for this metric	\$16,286
<b>Payment Amount</b>	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
<b>Gradients</b>	11 business days 12 business days 13 business days 14 business days 15 business days or more	
<b>Procedural Accuracy</b>		
<b>Definition</b>	Procedural accuracy rate of not less than the designated percent.	
<b>Measurement</b>	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
<b>Criteria</b>	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
<b>Level</b>	Office Level	
<b>Period</b>	Annually	
<b>Payment Period</b>	Annually	
<b>Fees at Risk</b>	Total Dollars at Risk for this metric	\$16,286
<b>Payment Amount</b>	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
<b>Gradients</b>	96.99% - 96.50%	

	96.49% - 96.00%		
	95.99% - 95.50%		
	95.49% - 95.00%		
	Below 95.00%		
<b>Dollar Accuracy (DAR)</b>			
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		\$16,286
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%		
<b>Member Phone Service</b>			
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.			
<b>Average Speed of Answer</b>			
Definition	Calls will sequence through United's 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		\$16,286
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		
<b>Abandonment Rate</b>			
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		\$16,286
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%		
<b>Call Quality Score</b>			
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 is each assigned a customer service quality score, using United's 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	\$16,286
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%	
<b>Satisfaction</b>		
<b>Employee (Member) Satisfaction</b>		
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	\$8,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
<b>Customer Satisfaction</b>		
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	\$8,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	






# PEBC Tarrant County ASA Amend FRA 1.1.2024 fully signed (003)

Final Audit Report

2024-12-11

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