

EIGHTH AMENDMENT

The parties, by signing below, agree that the Administrative Services Agreement for the City of Overland Park, Kansas Self-Insured Health Care Benefit Plan described in the Administrative Services Agreement as Contract No. 704447 issued by United HealthCare Services, Inc., formerly known as UnitedHealthcare Insurance Company effective January 1, 2004 for an initial Agreement Period of twelve months commencing on the effective date of January 1, 2004, and subsequently amended by seven renewal amendments, (hereinafter referred to as "Agreement"), is hereby further amended by the parties as follows:

Amendment Part I. Section 1. Definitions "Agreement Period" of said Agreement, as previously amended by the parties is hereby further amended to provide for an eighth additional one year term. Further, the parties agree more specifically that the term of the Agreement is extended for an additional one year term, effective for the period beginning on January 1, 2012 and ending on January 1, 2013, unless otherwise further renewed by the parties.

Amendment Part II. Section 12. Services Provisions of said Agreement, as previously amended by the parties is hereby further amended to add the External Review Program to Section 12.2 Benefit Determination and Appeals.

External Review Program. You will notify claimants of the option to request an external review of adverse benefit determinations following the required internal appeal process and provide the necessary information for them to contact Us. We will, in accordance with applicable law: (i) provide claimant with the necessary procedures to obtain the review (ii) coordinate submission of the claimant's case to an independent review organization, and (iii) notify the claimant of the final external review decision. A fee will apply beyond the maximum number of free reviews, as listed in Exhibit A, Service Fees.

Amendment Part III. Section 12. Services Provisions of said Agreement, as previously amended by the parties is hereby further amended to add Wellness Coaching Services.

Wellness Coaching Services. For the service fee specified in Exhibit A, We will provide Wellness Coaching Services for your Employees and their spouses. These services are designed to proactively (i) identify Participants diagnosed with specific medical conditions for outreach, (ii) provide coaching including telephonic call, web-portal programs and mail outreach, (iii) provide behavior modification that supports and reinforces lifestyle changes with respect to Participants' specific medical conditions, and (iv) integrate with your other benefit offerings to ensure appropriate placement of Participants.

Participant participation will be voluntary. These services include the weight management, stress management, exercise, nutrition, tobacco cessation, heart health, and diabetes management programs.

Amendment Part IV. The parties agree that Exhibit A of said Agreement as previously amended by the Seventh Amendment to the Agreement, shall be amended to read as follows:

EXHIBIT A - SERVICE FEES

THE AMENDED FINANCIAL TERMS ARE AS FOLLOWS:

The following financial terms are effective for the period from January 1, 2012 to January 1, 2013, provided, however, that should the parties subsequently agree to amend the Agreement by extending the term of the Agreement through January 1, 2014, the parties agree that the financial terms set forth below for the year 2013 shall apply.

The fees for standard medical services described below, excluding optional and non-standard fees, are adjusted as set forth in the attached Exhibit C "PERFORMANCE STANDARDS FOR HEALTH BENEFITS" and Exhibit E "NETWORK PROVIDER DISCOUNTS".

You agree to pay Us for services performed in accordance with the terms of this Agreement the sum of the following standard Medical Service Fees:

2012*

\$40.23 per month per Subscriber covered under the “UnitedHealthcare *Choice Plus HRA*” portion of the Plan.

\$35.60 per month per Subscriber covered under the “UnitedHealthcare *Choice Plus*” portion of the Plan.

2013* (Conditioned on Renewal - Per Subscriber Per Month)

\$41.44 per month per Subscriber covered under the “UnitedHealthcare *Choice Plus HRA*” portion of the Plan.

\$36.66 per month per Subscriber covered under the “UnitedHealthcare *Choice Plus*” portion of the Plan.

*The above amounts include an administrative service fee credit of \$8.60.

Pharmacy AWP Contract Rate

Your contract rate for prescription drugs obtained through the home delivery Network Pharmacy for generic drugs is AWP-57% excluding specialty drugs. Your contract rate for prescription drugs obtained through the home delivery Network Pharmacy for brand drugs is AWP-20.9% excluding specialty drugs. We use Medi-Span’s national drug data file as the source for average wholesale price (AWP) information. We reserve the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. We will provide a minimum 30 day notice of this change if it is possible for us to do so.

Administrative Service Fees - Optional and Non-Standard Fees

Service Fee for Facility Reasonable Charge Determination and Negotiation

A fee for our services, as described in the Agreement, equal to thirty percent (30%) of the amount of reductions obtained through our efforts.

We will bill you for the amounts that you owe us. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.

Service Fee for Shared Savings Program

A fee equal to thirty-five percent (35%) of the "Savings Obtained" as a result of the Shared Savings Program described in the Agreement. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.

Service Fee for Fraud and Abuse Management

You will pay Us a fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount.

Credit Balance Recovery Services

You will pay Us a fee not to exceed ten percent (10%) of the gross recovery amount.

External Reviews

For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review

Wellness Coaching Services

2012 Fee Waived

Amendment Part V. The parties agree that Exhibit C titled - PERFORMANCE STANDARDS FOR HEALTH BENEFITS of the Agreement as previously amended by Amendment Part III of the Seventh Amendment to the Agreement shall be amended to read as follows

EXHIBIT C

PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees), (hereinafter referred to as “Fees”) payable by You under this Agreement will be adjusted through a credit to your Service 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, 2012 and ending on January 1, 2013 (“Guarantee Period”). With respect to the aspects of our performance addressed in this exhibit, these fee adjustments are your exclusive financial remedies.

We reserve the right from time to time to replace any report or change the format of any report referenced in these guarantees. In such event, the guarantees will be modified to the degree necessary to carry out the intent of the parties. We shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent We fail to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or Our required compliance with any law, regulation, or governmental agency mandate or anything beyond Our reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, We may specify to You in writing new performance guarantees for the subsequent Guarantee Period. If We specify new performance guarantees, We will also provide you 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 We receive will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
▪ Criteria	Time to process, in business days or less after receipt of claim	business days 10
▪ Level	Standard claim operations reports	
▪ Period	Site Level	
Payment Period	Annually	
Fees at Risk	Dollars at Risk for this metric	\$8,940
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	

Financial Accuracy (FAR)		
Definition	Financial accuracy rate of not less than the designated percent.	
Measurement	Percentage of claims dollars processed accurately	99.3%
▪ 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 submitted for payment.	
▪ Level	Office Level	
▪ Period	Annually	
Payment Period	Annually	
Fees at Risk	Dollars at Risk for this metric	\$8,940
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	99.29% - 99.06% 99.05% - 98.81% 98.80% - 98.56% 98.55% - 98.30% Below 98.30	
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	Dollars at Risk for this metric	\$8,940
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%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Your Participants. 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, dental, vision, flexible spending accounts, Health Reimbursement Account, 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 Your account	
▪ Period	Annually	
Payment Period	Annually	
Fees at Risk	Dollars at Risk for this metric	\$8,940
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 Your account	
▪ Period	Annually	
Payment Period	Annually	
Fees at Risk	Dollars at Risk for this metric	\$8,940
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	Team that services Your account	
▪ Period	Annually	
Payment Period	Annually	
Fees at Risk	Dollars at Risk for this metric	\$8,940
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 <i>"Overall, how satisfied are you with the way we administer your medical health insurance plan?"</i>	
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 Your account	
▪ Period	Annually	
Payment Period	Annually	
Fees at Risk	Dollars at Risk for this metric	\$2,980
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 <i>"How satisfied are you overall with UnitedHealthcare?"</i>	
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	Dollars at Risk for this metric	\$2,980

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Amendment Part IV. The parties agree that the following Exhibit D to said Agreement is amended as set forth below to include the Health Reimbursement Account product.

EXHIBIT D –HEALTH REIMBURSEMENT ACCOUNT ADMINISTRATIVE SERVICES

THE AMENDED NON-FINANCIAL TERMS ARE AS FOLLOWS:

This Exhibit covers the administrative services We are providing to You, either directly or in conjunction with one of Our affiliates, for use with Your self-funded employee benefit plan.

We have provided group health plan administration and related services through an Administrative Service Agreement (“Agreement”) with You initially effective January 1, 2004. You desire to engage Us to provide the Health Reimbursement Account product described in this Exhibit, and We desire to provide those services.

Section 1 Definitions

The following definitions and sections are specific to administration of the Health Reimbursement Account product described in this Exhibit. Any other capitalized terms used in this Exhibit have the meanings set forth 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.

Health Reimbursement Account: The Health Reimbursement Account and the associated medical Plan.

HRA or Health Reimbursement Account: An account established by You to fund certain eligible benefits described in the Summary Plan Description. This account is maintained in accordance with applicable provisions of the IRC and associated guidance issued by the IRS/Treasury Department.

IRS: The United States Internal Revenue Service.

Treasury Department: The United States Department of the Treasury.

Section 2 Our Additional Duties

Section 2.1 Health Reimbursement Account. We agree to provide You with Our standard administrative services in support of a Health Reimbursement Account You offer to Participants.

You agree to provide all Participants enrolled in the Health Reimbursement Account with a copy of the Summary Plan Description (SPD) in a timely manner, and in accordance with Section 12.3 of the Agreement. You will determine the annual amount to be placed in the Health Reimbursement Account on an individual Employee, Employee plus one or family basis.

With Our review and approval, funding amounts and other HRA program requirements may be changed by You on a calendar year basis. You must provide Us one hundred and twenty (120) days written notice of such changes prior to the beginning of a new calendar year. Plan design changes may affect Our services and fees. Upon receipt and review of Your requested Plan changes, We will inform You if the changes can be implemented, and Our fees associated with incorporating such changes.

The HRA will be funded solely by You and not through Participant contributions. The administrative fees for these services are shown in Exhibit A – Service Fees.

Section 3 Service Provisions

Section 3.1 Assistance with General Plan Administration. We will provide member outreach and communication materials including monthly member statements, and member activation campaigns.

Section 4 Miscellaneous

Section 4.1 Scope of Services. The services described in the Agreement and this Exhibit will be made available to Your Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 4.2 This Exhibit will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

Amendment Part VI. The parties agree that the following Exhibit E to the Agreement titled - NETWORK PROVIDER DISCOUNTS as added effective January 1, 2011 is hereby amended to read as follows:

EXHIBIT E

NETWORK PROVIDER DISCOUNTS

Adjustment to Standard Service Fees

The Administrative Fees shown in Section I for Employees covered under the UnitedHealthcare Choice Plus portion of the Plan, payable by You for the services provided under this Agreement, will be adjusted in accordance with the Network Provider discounts set forth in this Exhibit. Unless otherwise specified, these provider discounts are effective for the period from January 1, 2012 to January 1, 2013. The settlement of provider discounts will be performed on an annual basis at the time of the year end reconciliation.

Choice Plus Network Discount Guarantee	
Actual Network Discounts	Dollar Adjustment to <u>Medical Service Fees</u>
Less than 50.4%	-\$54,000
50.4% to 51.4%	-\$43,200
51.4% to 52.4%	-\$32,400
52.4% to 53.4%	-\$21,600
53.4% to 54.4%	-\$10,800
54.4% to 60.4%	Risk Free Corridor – No Adjustment

Assumptions

- Target in-Network Provider Discount Percentage 57.4%.
- The target discount percentage is based on the current distribution percentage of in-network employees by market and assumes total replacement with UnitedHealthcare. The current distribution for the larger markets is illustrated below. The distribution of smaller markets are combined into the All Other market.
- We reserve the right to revise the target discount percentage should there be a significant change in this Employee distribution (+ or - 10% change in any of the markets identified below). The figures above are based upon the following markets and Employee counts:

Market	Employee distribution
509 Kansas City	792
other	16
Total	808

Savings are defined as the sum of the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider.

This may also include specially negotiated discounts with network providers in outlier claim situations.

We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.

Mental Health/Substance Abuse claims are excluded.
Medicare and Out of Area subscribers are excluded.

The in-Network Discount Percentage will be calculated by dividing total in-Network Discount Dollars¹ by total in-Network Eligible Charges².

¹ Total in-Network Discount Dollars include participating provider contractual discounts and special negotiated discounts.

² Total in-Network Eligible Charges will be participating provider eligible charges minus commercial and Medicare COB reductions for participating providers.

The terms of this Amendment are effective on January 1, 2012 (“Effective Date”), unless otherwise specified.

In this Amendment, “Our”, “Us” and “We” mean UnitedHealthcare Insurance Company and/or its affiliated companies and “You” and “Your” mean City of Overland Park Kansas. The words may or may not be capitalized. Any other terms used in this Amendment have the meanings shown in the governing agreements and/or policies.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the above referenced Agreement as otherwise amended, other than as stated above.

United HealthCare Services, Inc.
185 Asylum Street
Hartford, CT 06103-3408

City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, Kansas 66212

By _____
Authorized Signature

By _____
Authorized Signature

Print Name:

Print Name:

Print Title:

Print Title:

Date:

Date:

ATTEST: _____
Marian Cook, City Clerk

APPROVED AS TO FORM:

Michael R. Santos
City Attorney

50123382(11/30/2011)