

**AMENDMENT**

This Amendment to the Administrative Services Only Agreement (“Agreement”) by and between **HealthSCOPE Benefits, Inc.**, a Delaware corporation (“TPA”), and **City of Toledo, Plan Sponsor of the City of Toledo, OH Employee Health Plan** (“Plan Sponsor”) is effective as of October 1, 2020.

**WHEREAS**, TPA and Plan Sponsor desire to amend and modify the Agreement as set forth below, so that the Agreement, as amended and modified, is acceptable to both parties;

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants herein, the parties agree that the Agreement shall be and is hereby amended and modified as follows:

**The existing Article III (a) to the Agreement shall be deleted in its entirety and replaced with the following:**

(a) Term. The term of this Agreement commences on the Effective Date and will continue through May 31, 2022 (“Initial Term”). Thereafter, it will automatically renew on each anniversary of the Effective Date for periods of one (1) year (“Renewal Term(s)”), unless otherwise terminated in accordance with the terms of the paragraph below.

**The existing Exhibit A to the Agreement shall be deleted in its entirety and replaced with the attached Exhibit A.**

**Any terms of the Agreement, inconsistent with the terms set forth above shall be of no further force and effect. All other terms of the Agreement will remain in full force and effect.**

**IN WITNESS WHEREOF**, TPA and Plan Sponsor have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so:

**CITY OF TOLEDO, PLAN SPONSOR OF THE CITY OF TOLEDO,  
OH EMPLOYEE HEALTH PLAN**

**By:** \_\_\_\_\_  
**Signature of the named Fiduciary**

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF TOLEDO, PLAN SPONSOR OF THE CITY OF TOLEDO,  
OH EMPLOYEE HEALTH PLAN**

**By:** \_\_\_\_\_  
**Approved as to content**

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF TOLEDO, PLAN SPONSOR OF THE CITY OF TOLEDO,  
OH EMPLOYEE HEALTH PLAN**

**By:** \_\_\_\_\_  
**Approved as to form**

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF TOLEDO, PLAN SPONSOR OF THE CITY OF TOLEDO,  
OH EMPLOYEE HEALTH PLAN**

**By:** \_\_\_\_\_  
**Approved by HR Director**

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**HEALTHSCOPE BENEFITS, INC.**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: 27 Corporate Hill Drive  
Little Rock, AR 72205

Date: \_\_\_\_\_

**EXHIBIT A**

**SERVICE FEES**

**The following services and fees are effective October 1, 2020 through May 31, 2022, unless otherwise indicated below:**

Claims Administration Services Fees:

- Medical \$14.50 per employee per month (pepm)
- Pharmacy Interface Included in Medical Claims Administration Services Fee
- Replacement Standard ID Cards \$0.85 per card (full reprint only)
- Plan Document/Summary Plan Description/Summary of Benefits and Coverage Drafting: \$100.00 per hour; printing: \$50.00 per hour plus \$2.00 per printed copy
- Medical Reviews As charged to TPA
  
- Network Access Services Fees (Frontpath) \$7.00 pepm
- Multiplan PHCS Wrap 19% of savings

Utilization Management Services Fees (10/1/20-08/31/21):

- Medical Case Management \$2.75 pepm
- Utilization Review Included in Medical Case Management Fee
- Residential Treatment Center Review \$145.00 per hour

Savings Generating Services Fees:

- Subrogation  
In the event TPA collects a subrogation claim of Plan Sponsor without commencing litigation, Plan Sponsor will pay TPA a fee for its services under this Agreement equal thirty percent (30%) of the gross amount recovered for such claim.  
In the event TPA collects a subrogation claim of Plan Sponsor but such collection requires commencing litigation, Plan Sponsor will pay TPA a fee for its services not to exceed fifty percent (50%) of the gross recovered for such claim, which includes all litigation expenses, if any, and attorneys' fees.
- Fraud Management/ Enhanced Recoveries  
In the event TPA collects an Overpayment without commencing litigation, Plan Sponsor will pay TPA a fee for its services equal to thirty percent (30%) of the gross amount recovered for such claim.  
If such collection requires commencing litigation, Plan Sponsor will pay TPA a fee for its services not to exceed fifty percent (50%) of the gross recovered for such claim, which includes all litigation expenses, if any, and attorneys' fees.
- Medical Bill Review/Credit Balance Recovery 30% of recovery
- Out-of-network Claims Management, Direct Negotiation and Enhanced Negotiation 25% of savings

COBRA Administration Services Fee \$10.00 per notice

Oncology Care Integration	\$750 one time initiation fee & \$450/mo for active treatment per Participant (electing). \$650 one time fee for Plan of Treatment review.
Renalogic	30% of savings
DataSCOPE® Reporting Services Fee	Included in Medical Claims Administration Services Fee
Benefit Programming Services Fees:	
• Custom	\$125.00 per hour

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**CONTRACT FEE DISCLOSURE**

Plan Sponsor acknowledges and agrees that in order to make available the various administrative services required under this Agreement, TPA may enter into contracts with various providers, provider organizations, management organizations, service organizations, vendors and other persons and entities (“Contractors”). These Contractors provide services for and/or obtain services from TPA in connection with the performance of TPA’s duties and obligations under this Agreement. In consideration for the services, Contractors may retain and/or be paid certain fees and other compensation and/or may pay certain fees and other compensation to TPA (“Contract Fees”). Contract Fees are based on any number of methodologies, including, but not limited to, administrative fees, electronic payment processing fees, bonus pools, risk sharing arrangements, percentage of savings or recovery, sharing of discounts, volume discounts, and coupon programs.

Plan Sponsor further acknowledges and agrees (i) the Contract Fees are mutually beneficial to Plan Sponsor and TPA, (ii) all Contract Fees paid to TPA represent reasonable compensation for services rendered in connection with this Agreement and shall be retained by TPA for its own account, and (iii) all Contract Fees paid to Contractors shall be retained for their own accounts. Specific Contract Fees paid to TPA will be provided to Plan Sponsor upon request.

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**ACKNOWLEDGMENT AND APPROVAL OF ADMINISTRATOR**

The undersigned Plan Administrator or other named Fiduciary hereby certifies that s/he (1) is an independent fiduciary authorized to sign on behalf of Plan Sponsor and the Plan; (2) acknowledges receipt of the foregoing, and has read and understood it; (3) on behalf of the Plan, approves the purchase of said insurance (if applicable) and the payment to TPA of such sales commissions, service fees and other compensation arrangements as listed; (4) is not an insurance agent, broker, pension consultant or insurance company involved in the transaction; and (5) will not receive any compensation or other consideration, directly or indirectly, for his/her own personal account from any party dealing with the Plan in connection with the transaction.

\_\_\_\_\_  
Signature of Plan Administrator or other named Fiduciary

Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_