

**SEVENTH AMENDMENT TO
AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES
PURSUANT TO RFP 16-086
(RENEWAL)**

THIS SEVENTH AMENDMENT OF THE AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086 is made and entered into by and between FORT BEND COUNTY, TEXAS, is made and entered into is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Boon Chapman Benefit Administrators, Inc., (hereinafter "Boon Chapman") a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about December 20, 2016, the Parties entered into AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086, which was amended on September 26, 2017, November 20, 2017; December 19, 2018; December 18, 2019; January 14, 2020; and last amended on August 11, 2020; all prior documents incorporated by reference and collectively referred to "Agreement;" and

WHEREAS, the Parties wish to amend the Agreement to extend the term of Service;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

- I. The Agreement is hereby renewed; effective January 1, 2021 and shall terminate on December 31, 2021. Terms, conditions, pricing and additional renewal periods shall remain the same except as noted herein. Upon termination, this Agreement may be renewed on the same terms and conditions at County's sole discretion. Either party shall have the right to terminate this Agreement as provided in the Agreement.
- II. The following language in Exhibit H, Section C Stop Loss Scope of Work is amended as follows:
 - C. Boon Chapman will ensure that the Stop Loss coverage rates and factors are based upon the most recent claims experience as requested by the carrier and meets the following requirements:
 - i. Specific Coverage: Boon Chapman will secure specific coverage with Aetna for a 12/36 contract covering both medical and prescriptions to eliminate large claim run off liability. The applicable deductible shall not exceed \$375,000 per individual, except any specific lasers identified by the stop loss carrier. Premium cost shall not exceed

\$65.42 per employee per month which is to be estimated \$2,501,137.00 /year. To secure these rates, County authorizes Boon Chapman to accept four lasers, which are identified instances with Individual Specific Stop Loss Deductibles with higher coverage attachment points based on individual prior claims experience or the likelihood of high-cost claims in the future, as more specifically described in the attached Exhibit K : Lasers for Calendar Year 2021.

- III. Section 5, Limit of Appropriation, is amended to permit additional funding to the total maximum annual compensation that Boon Chapman may become entitled to under the Agreement. The Parties agree that Section 5.1 shall now read:

Boon Chapman does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum annual compensation that Boon Chapman may become entitled to for capitated fees, unless there is an increase in enrollment, and the total maximum sum that County may become liable to pay to Boon Chapman shall not under any conditions, circumstances, or interpretations thereof exceed \$\$4,200,500 for the service year covered by the Seventh Amendment to the Agreement.

- IV. Section 25, Conflict, is amended as follows:

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled "SEVENTH AMENDMENT OF THE AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086 WITH ATTACHED EXHIBIT K;" second: First through Sixth amendments with preference to the most recently executed, third: "AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086;" fifth: Exhibit D Business Associates Agreement; fifth: RFP 16-086 sixth: Exhibit C: Fee Schedule; and seventh: Exhibit G: PBM Scope of Work. Exhibit E: Security Policies and Exhibit F: Boon Chapman Original Response dated May 16, 2016, Optional Services will have no priority with regard to any conflict because they are included only for reference.

- V. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. In the event of conflict, the most recently executed document shall prevail with regard to the conflict.

IN WITNESS THEREOF, the parties have affixed their hands and seals on this day.

FORT BEND COUNTY

BOON CHAPMAN

KP George
County Judge

Authorized Agent- Signature

Stacey R. Minton
Authorized Agent- Printed Name

Vice President, Sales/Acct Mgmt
Title

December 9, 2020
Date

Exhibit K: Lasers for Calendar Year 2021

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

Reviewed by:

Wyatt Scott
Director of Risk Management

Exhibit K: Lasers for Calendar Year 2021

The following are the Individual Specific Stop Loss Deductibles with higher coverage attachment points that County has authorized:

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| Instance1 | \$650k for Parkinson's Disease |
| Instance 4 | \$800K for Factor VIII Deficiency |
| Instance 2 | Acute Lymphoblastic Leukemia - \$1million conditional laser if CAR-T cell therapy/Allogenic Hematopoietic Cell Transplant at Outpatient facility setting |
| Instance 3 | \$575k For Stage IV Malignant Melanoma |