AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Attachment I; Criteria for Payor Access; OptumHeal

Action Requested: County Manager Signature

Parties to the Agreement: OptumHealth Care Solutions, Inc.; CoreSource (Client); Gunnison County, Colorado (Payor)

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Term sheet is regarding the OptumHealthTransplant arrangement currently in place. Along with other Plan documents, the term and conditions sheet aligns with member benefits and eligibility for healthcare services (the Plan).

Fiscal Impact: No changes as currently in place

Submitted by: Cheryl Seling **Submitter's Email Address:** cseling@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 3/27/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/27/2019 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/27/2019

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 4/2/2019

Revised April 2015

ATTACHMENT 1
CRITERIA FOR PAYOR ACCESS
TO OPTUMHEALTH CARE SOLUTIONS, INC'S SERVICES

OptumHealth Care Solutions, Inc. and its Affiliates (OptumHealth), has contracted with Trustmark Insurance Company and the following affiliates: Trustmark Life Insurance Company, Star Marketing and Administration, Inc. and CoreSource, Inc. (collectively referred to as "Client") to provide certain services to Client and Payors having a contractual relationship with Client. In consideration for accessing these services, Payor must agree to the terms and conditions set forth below. Client shall notify OptumHealth of Payors agreeing to these terms and conditions by submission of a Payor Data Form, a form of which is attached, to OptumHealth. Upon receipt of the form, OptumHealth reserves the right to deny Payor access.

Effective the date the Payor Data Form is received by OptumHealth, Payor shall have access to the following products offered by OptumHealth, as set forth in the attached Term Sheets:

Transplant Network Services Term Sheet
Transplant Access Program Term Sheet
Extra Contractual Services Term Sheet
Congenital Heart Disease Services Term Sheet
Specialized Physician Review Services Term Sheet

Terms and Conditions

1. Payor will pay for the health care services and supplies that are covered under Payer's Benefit Contract and provided at or under the supervision of Participating Provider pursuant to Participating Provider's agreement with OptumHealth and rendered to persons enrolled for coverage under Payer's benefit plans. Payor has a direct obligation to Participating Providers, and if Payor fails to perform its obligations to Participating Provider, Participating Provider will have a direct cause of action against Payor.

2. Payer's Benefit Contract(s) or plan(s) covering Health Services paid for pursuant to this Attachment must provide coverage as described in the attached Term Sheet(s).

3. For access to services, Payor agrees to the terms and conditions as described in the applicable Term Sheet(s).

4. Payor is responsible for verifying Member benefits and eligibility for Health Services. Payor is not responsible for covering Health Services that it has not authorized. Any dispute about benefit coverage is solely between the Member and Payor.

5. Payor will pay OptumHealth for access to the services described in the applicable Term Sheet(s). Fees are due within 30 days of receipt of the invoice by Payor. For administrative fees not paid within this time period, OptumHealth reserves the right to assess a surcharge no greater than 1% of the outstanding past due balance.

6. Payor will obtain OptumHealth's written consent before using any marketing, Member materials, or benefit documents that refer to OptumHealth, its affiliates or Participating Providers.

7. The parties will maintain the confidentiality of all information about Members in accordance with applicable law. No party shall disclose confidential information to any third party, unless that party is involved in the administration of services as described in this Criteria for Payor Access. Each party is obligated to protect the other party's confidential information. Payor will treat the terms of OptumHealth's Web site and any Participation Agreement as confidential information. Such information may not be disclosed to any third party without OptumHealth's prior written consent, except: a) To a party that acts as a paying agent for Client or Payor and that has agreed in writing to maintain the confidentiality of the information, or b) as disclosures may be required by law or court order. Payor agrees, in this instance, to notify OptumHealth in advance of any such disclosure so that OptumHealth may intercede at its option. OptumHealth will treat any information relating to a Member that is disclosed to OptumHealth as confidential. These obligations shall survive the termination, cancellation, or expiration of this Criteria for Payor Access.

8. Upon OptumHealth's request, Client, on behalf of Payor, will cooperate with OptumHealth in OptumHealth's obtaining, utilizing and transferring to third parties, including, but not limited to, any regulating governmental entity, information about Member's medical experience or other information necessary for OptumHealth to conduct utilization review, quality assessment, research analyses, or for OptumHealth to perform its duties under this Attachment. If such information requires obtaining consent from Members, Payor shall use best efforts to obtain such consent.

9. Payor will not disclose terms of the Participation Agreements to any third party without OptumHealth's prior written approval.

10. OptumHealth or Client may terminate Payor's access to Participating Providers for cause upon 30 days written notice to Payor. Payor's access to Participating Providers will immediately terminate upon termination of Payor's agreement with Client or upon termination of Client's agreement with OptumHealth.

11. In the event of a dispute relating to the terms of Payor's access to OptumHealth's services the party initiating the dispute shall notify the other party in writing. Within 30 days following receipt of that notice, the authorized representatives of the parties shall confer in an effort to resolve the dispute. In the event the parties are unable to resolve the dispute within that 30-day period, they shall be free to pursue all legal and equitable remedies otherwise available to them. Nothing in this section shall be construed to limit or preclude either party from bringing any action in any court of competent jurisdiction for injunctive or other equitable relief as either party may deem to be necessary or appropriate against conduct or threatened conduct by the other party. Any disputes with Participating Provider that relate to the Participation Agreement will be resolved in accordance with the dispute resolution process described in that agreement.

12. Payor acknowledges that OptumHealth will not be deemed or understood to be an ERISA plan administrator or fiduciary and that OptumHealth has no responsibility of any kind for: a) medical outcomes or the quality or competence of any physician, facility or provider rendering service; b) payment of any Member's medical, hospital or other bills resulting from any medical or surgical treatment or confinement; and c) interpretation of a Member's Benefit Contract concerning the coverage or denial of benefits.

Definitions

Benefit Contract: A benefit plan which includes health care coverage and contains the terms and conditions of Member's coverage.

Health Services: The health care services and supplies covered under a Member's Benefit Contract and provided at or under the supervision of Participating Provider pursuant to Participating Provider's agreement with OptumHealth.

Member: An individual properly enrolled for coverage under a Benefit Contract.

Participating Provider: A health care professional or facility that has or is governed by a Participation Agreement which is in effect with OptumHealth to provide certain Health Services to Members.

Participation Agreement: The agreement between OptumHealth and Participating Provider for the provision of certain Health Services to Members.

TRANSPLANT NETWORK SERVICES
TERM SHEET

OptumHealth Care Solutions, Inc. and its affiliates (OptumHealth) has an agreement with Trustmark Insurance Company to provide certain services to Payors who have a contractual relationship with Trustmark. Transplant Network Services are provided subject to the terms and conditions set forth below. Unless otherwise defined in this document, the terms used in this Term Sheet have the same meaning as defined in the agreement between OptumHealth and Trustmark.

TERMS AND CONDITIONS

Provision of Transplant Services. OptumHealth will arrange for Payer's access to certain Participating Providers for the provision of Transplant Services. Payor may access Participating Providers pursuant to this Term Sheet for the provision of all Transplant Services; subject to the following limitations: (a) if the Member begins receiving transplant care from Participating Provider before the Effective Date, this Term Sheet will not apply to the services that Member receives through the duration of his or her treatment; and (b) Participating Provider must receive a completed OptumHealth standard Transplant Notification Form before Member begins receiving Transplant Services pursuant to this Term Sheet.

After Participating Provider receives the authorization from Payor for Transplant Services described in the Transplant Notification Form, Payor must pay Participating Provider in the amounts and within the timeframes set forth in the applicable Participation Agreement. If Payor fails to pay in accordance with the Participation Agreement, Participating Provider will have a direct cause of action against Payor.

Payor Orientation. OptumHealth, at its expense, will conduct Payor orientation and implementation, and will provide Payor with copies of the OptumHealth Web site and orientation packets. Payor will comply and will ensure Payor complies, with the Web site, which may be modified from time to time by OptumHealth. OptumHealth will keep Payor informed of all changes to the Web site which affect Payer's obligations. In the event the Client's Agreement with Payor is terminated, Payor will return all copies of the documents from the Web site to OptumHealth.

Verification of Benefits. Payor is responsible for verifying benefits accurately and approving Member eligibility before Transplant Services are provided. After Participating Provider receives the authorization from Payor for Transplant Services as described in the Transplant Notification Form, Payor must pay and any dispute about benefits or eligibility is solely between Payor and Member.

Performance Indicators. OptumHealth will provide to Payor evidence of performance for each Participating Provider, including relevant case volume and survival rates.

Cost Analysis Reports. On a quarterly basis OptumHealth shall provide Payor with a report about the utilization of Transplant Services by Members. The report will identify the type of Transplant Services performed and compare Billed Charges to Contract Charges paid by Payor.

Payment for OptumHealth's Services. For OptumHealth's services provided pursuant to this Term Sheet, Payor will pay OptumHealth the administrative fee set forth below within 30 days of the date the invoice is received by Payor. For administrative fees not paid within this time period. OptumHealth reserves the right to assess a surcharge no greater than 1% of the outstanding past due balance.

Approved Transplants

Transplant Participating Provider Network Services	Payor shall pay OptumHealth an administrative fee based upon the transplant type as follows:	
	Type of Transplant/Procedure	Administrative Fee
	Bone Marrow	
	Autologous	
	Less than 11 Days	$5,000
	11 or more Days - breast cancer	$10,000
	11 or more Days – all other Diagnoses	$20,000
	Allogeneic-related/unrelated	$20,000
	Non-Myeloablative BMT (mini)	$5,000
	Tandem BMT	
	Auto/Auto	$10,000
	Auto/Allo R Mini	$20,000
	Auto/Allo U Mini	$20,000
	Heart, Luna, Heart/Luna	$10,000
	Ventricular Assist Devices (VAD) only – Bridge to Transplant 'Excludes Heart Transplant)	10% of savings, capped at $10,000***
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at $10,000***
	Ventricular Assist Devices (VAD) only - Destination Therapy (Post-Implant Services onlv)	10% of savings, capped at $10,000 per year***
	Double Lung.Multi-Organ*	$20,000
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	$20,000
	Kidney, Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	$3500

OptumHealth shall issue an invoice for the administrative fee upon receiving notice of completion of the approved VAD implant or transplant. If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50 of the original fee shall be charged. If a Member receives transplant care, but no transplant is performed,** the administrative fee shall be 35% of the difference in the charges per the applicable Provider Agreement and the Participating Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. OptumHealth shall issue an invoice upon termination of transplant care. **Except for those multi-orqan*

	transplants already listed on the Fee Schedule such as *kidney/pancreas**Case referred to* as *"Early Term". Examples include (1) cases in which Member is not accepted into Participating Provider's transplant or VAD program; (2) cases in which the Member dies prior to transplant or VAD implant; or (3) cases in which Member's coverage ends prior to transplant or VAD implant.***Fee will be invoiced monthly.*

Payment to Participating Providers for Transplant Services. Participating Providers send to OptumHealth all claims for Transplant Services rendered to Members. OptumHealth will reprice the claims according to the applicable Participation Agreement. Within 5 working days from receipt of the original claim, OptumHealth will send Payor the repriced claim for payment of any amounts due Participating Providers from Payor. Payor will pay Participating Provider immediately upon receipt of invoice. The obligation for payment of Transplant Services rendered by Participating Providers is solely that of Payor and not that of OptumHealth. If Payor fails to perform its obligations to pay Participating Provider, Participating Provider will have a direct cause of action against Payor.

Agreements With Participating Providers

Superseding Effect. OptumHealth's Participation Agreement will supersede Payer's agreement to the extent that Payor has a contract to access one or more Participating Providers for the delivery of the type of Transplant Services covered by OptumHealth's Participation Agreement with that Participating Provider(s). OptumHealth's Participation Agreement shall not apply to patients that have started receiving transplant services prior to the effective date of this Agreement. This superseding affect applies during the term of Payer's Agreement with Client.

Non-Compete. During the term of the Payer's Agreement with Client and for two years after such agreement terminates, Payor will not renew or directly enter into a new agreement with Participating Provider for the provision of Transplant Services that are of the type included in OptumHealth's Participation Agreement with that Participating Provider.

Continuation of Services. For Members who begin receiving Transplant Services before the Participating Provider's agreement with OptumHealth ends, Payer's agreement with OptumHealth ends, or Payer's agreement with Client ends:

1. The Participating Provider will continue to provide Transplant Services to Member in accordance with the terms of Participating Provider's agreement with OptumHealth;

2. Payor will continue to pay for Transplant Services in accordance with the terms of this Term Sheet and the Participating Provider's agreement with OptumHealth; and

3. Payor shall pay OptumHealth its administrative fees in accordance with the terms of this Term Sheet.

DEFINITIONS

Approved Transplant: A procedure to implant organs or tissues into a Member that is approved by Payor and performed by Participating Provider.

Billed Charges: The reasonable and customary fees charged by Participating Provider that do not exceed the fees Participating Provider would charge to any other person regardless of whether the person is a Member.

Contract Charges: The charges for Transplant Services billed by a Participating Provider pursuant to the contract between OptumHealth and the Participating Provider.

Day: A Member's consecutive 24 hour period of inpatient stay at Participating Provider, used to determine the network access fee for autologous bone marrow transplants_ The parties count the total number of days that Member is admitted as an inpatient during the time period that begins with the first day of the Preparatory Regimen and ends at 12 midnight on the 30th calendar day after the infusion of bone marrow. All inpatient days are counted, regardless of whether they are consecutive or nonconsecutive_ For purposes of this provision, the term Preparatory Regimen means the protocol-specific chemotherapy and/or radiation given to a Member immediately before the bone marrow transplant to kill diseased cells and/or make space for healthy new marrow and/ or suppress the immune system to prevent graft rejection.

Transplant Services: The transplant-related health care services and supplies covered under Member's Benefit Contract and provided at or under the supervision of Participating Provider pursuant to Participating Provider's agreement with OptumHealth.

TRANSPLANT ACCESS PROGRAM
TERM SHEET

This Term Sheet describes terms and conditions that apply to the Transplant Access Program (TAP). TAP offers access to a secondary network of transplant facilities, in addition to the Resource Networks (OptumHealth) Transplant Network, and is provided by OptumHealth or its affiliates. Unless otherwise defined below, terms used in this Term Sheet have the same meaning as defined inthe Access Agreement.

TERMS AND CONDITIONS

Provision of Transplant Services. OptumHealth will arrange for Payer's access to certain Participating Providers for the provision of Transplant Services. Payor may access Participating Providers pursuant to this Term Sheet for the provision of all Transplant Services; subject to the following limitations: (a) if the Member begins receiving transplant care from Participating Provider before the Effective Date, this Term Sheet will not apply to the services that Member receives through the duration of his or her treatment; and (b) Participating Provider must receive a completed OptumHealth standard Transplant Notification Form before Member begins receiving Transplant Services pursuant to this Term Sheet.

After Participating Provider receives the authorization from Payor for Transplant Services described in the Transplant Notification Form, Payor must pay Participating Provider in the amounts and within the timeframes set forth in the applicable Participation Agreement. If Payor fails to pay in accordance with the Participation Agreement, Participating Provider may have a direct cause of action against Payor.

Verification of Benefits. Payor is responsible for verifying benefits accurately and approving Member eligibility before Transplant Services are provided. After Participating Provider receives the authorization from Payor for Transplant Services as described in the Transplant Notification Form, Payor must pay, subject to the terms of the Benefit Plan, and any dispute about benefits or eligibility is solely between Payor and Member.

Performance Indicators. OptumHealth will provide to Payor evidence of performance for each Participating Provider, including relevant case volume and survival rates.

Cost Analysis Reports. On a quarterly basis OptumHealth shall provide Payor with a report about the utilization of Transplant Services by Members. The report will identify the type of Transplant Services performed and compare Billed Charges to Contract Charges paid by Payor.

Payment for OptumHealth's Services. For OptumHealth's service under this Term Sheet, Payor will pay an administrative fee of 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Participation Agreement, due within 30 days of the date the invoice is received by Payor. This administrative fee shall not exceed the administrative fees for the corresponding transplant set forth below and shall be billed to Payor upon completion of the transplant. For administrative fees not paid within this time period, OptumHealth reserves the right to assess a surcharge no greater than 1% of the outstanding past due balance.

Transplant Participating Provider Network Services	Payor shall pay OptumHealth an administrative fee based upon the transplant type as follows:	
	Type of Transplant/Procedure	**Administrative Fee**
	Bone Marrow	
	Autologous	

Less than 11 Days	$5,000
11 or more Days – breast cancer	$10,000
11 or more Days – all other diagnoses	$20,000
Allogeneic-related/unrelated	$20,000
Non-Myeloablative BMT (mini)	$5,000
Tandem BMT	
Auto/Auto	$10,000
Auto/Allo R Mini	$20,000
Auto/Allo U Mini	$20,000
Heart, Lung, Heart/Lung	$10,000
Ventricular Assist Devices (VAD) only – Bridge to Transplant Excludes Heart Transplant)	10% of savings, capped at $10,000***
Ventricular Assist Devices (VAD) only - Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at $10,000***
Ventricular Assist Devices (VAD) only - Destination Therapy (Post-Implant Services only)	10% of savings, capped at $10,000 per year***
Double Lung, Multi-Organ*	$20,000
Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	$20,000
Kidney, Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	$3,500

OptumHealth shall issue an invoice for the administrative fee upon receiving notice of completion of the approved VAD implant or transplant. If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Member receives transplant care, but no transplant is performed,** the administrative fee shall be 35% of the difference between charges per the applicable Provider Agreement and the Participating Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. OptumHealth shall issue an invoice upon termination of transplant care.*Except for those multi-organ transplants already listed on the Fee Schedule such as kidney/pancreas**Case referred to as "Early Term". Examples include (1) cases in which Member is not accepted into Participating Provider's transplant or VAD program; (2) cases in which the Member dies prior to transplant or VAD implant; or (3) cases in which Member's coverage ends prior to transplant or VAD implant.***Fee will be invoiced monthly.

Payment to Participating Providers for Transplant Services. Participating Providers send to OptumHealth all claims for Transplant Services rendered to Members. OptumHealth will reprice the claims according to the applicable Participation Agreement. Within 5 working days from receipt of the original claim, OptumHealth will send Client the repriced claim for payment of any amounts due Participating Providers from Payor. Payor will pay Participating Provider immediately, subject to the terms of the Benefit Contract, upon receipt of invoice. The obligation for payment of Transplant Services rendered by Participating Providers is solely that of Payor and not that of OptumHealth. If Payor fails to perform its obligations to pay Participating Provider, Participating Provider will have a direct cause of action against Payor.

Agreements With Participating Providers

Non-Compete. During the term of the Access Agreement and for two years after Payor's agreement with Client terminates, Payor will not renew or directly enter into a new agreement with Participating Provider for the provision of Transplant Services that are of the type included in the Participation Agreement with that Participating Provider.

Continuation of Services. For Members who begin receiving Transplant Services before the Participating Provider's agreement with OptumHealth ends, Payor's agreement with OptumHealth ends, or Payor's agreement with Client ends:

1. The Participating Provider will continue to provide Transplant Services to Member in accordance with the terms of Participating Provider's agreement with OptumHealth;

2. Payor will continue to pay for Transplant Services, subject to the terms of the Benefit Contract, in accordance with the terms of this Term Sheet and the Participating Provider's agreement with OptumHealth; and

3. Payor shall pay OptumHealth its administrative fees in accordance with the terms of this Term Sheet.

DEFINITIONS

Approved Transplant: A procedure to implant organs or tissues into a Member that is approved by Payor and performed by Participating Provider.

Bitted Charges: The reasonable and customary fees charged by Participating Provider that do not exceed the fees Participating Provider would charge to any other person regardless of whether the person is a Member.

Contract Charges: The charges for Transplant Services billed by a Participating Provider pursuant to the contract between OptumHealth and the Participating Provider.

Day: A Member's consecutive 24 hour period of inpatient stay at Participating Provider, used to determine the network access fee for autologous bone marrow transplants. The parties count the total number of days that Member is admitted as an inpatient during the time period that begins with the first day of the Preparatory Regimen and ends at 12 midnight on the 30th calendar day after the infusion of bone marrow. All inpatient days are counted, regardless of whether they are consecutive or nonconsecutive. For purposes of this provision, the term Preparatory Regimen means the protocol-specific chemotherapy and/or radiation given to a Member immediately before the bone marrow transplant to kill diseased cells and/or make space for healthy new marrow and/ or suppress the immune system to prevent graft rejection.

Transplant Services: The transplant-related health care services and supplies covered under Member's Benefit Contract and provided at or under the supervision of Participating Provider pursuant to Participating Provider's agreement with OptumHealth.

EXTRA CONTRACTUAL SERVICES
TERM SHEET

This Term Sheet describes terms and conditions that apply to the Extra Contractual Services. Unless otherwise defined below, terms used in this Term Sheet have the same meaning as defined in the Transplant Network Term Sheet.

TERMS AND CONDITIONS

Notification to OptumHealth to initiate an Extra Contractual Agreement. Payor or Client, on Payor's behalf, shall contact OptumHealth to initiate an Extra Contractual Agreement and shall provide OptumHealth Member specific information relevant to the services being requested. Once OptumHealth receives the required information, OptumHealth will negotiate the Extra Contractual Agreement on behalf of the Payor. The final Extra Contractual Agreement will confirm the understanding between Extra Contractual Provider and Payor regarding specific services that Extra Contractual Provider has agreed to provide to a Member.

Verification of Benefits. Payor is responsible for verifying benefits accurately and approving Member eligibility before health services are provided.

Payment for OptumHealth's Services. For OptumHealth's service under the Agreement, Payor will pay OptumHealth an administrative fee of 15% of savings, calculated as the difference between Billed Charges and the amounts paid pursuant to the applicable Extra Contractual Agreement, due within 30 days of the date the invoice is received by Payor. This administrative fee shall not exceed the administrative fees for the corresponding transplant set forth below and shall be billed to Payor upon receipt of claims for transplant services.

Transplant Participating Provider Network Services	Payor shall pay OptumHealth an administrative fee based upon the transplant type as follows:	
	Type of Transplant/Procedure	Administrative Fee
	Bone Marrow	
	Autologous	
	Less than 11 Davs	$5,000
	11 or more Days - breast cancer	$10,000
	11 or more Days – all other diagnoses	$20,000
	Allogeneic-related/unrelated	$20,000
	Non-Myeloablative BMT (mini)	$5,000
	Tandem BMT	
	Auto/Auto	$10,000
	Auto/Allo R Mini	$20,000
	Auto/Allo U Mini	$20,000
	Heart, Luna, Heart/Luna	$10,000
	Ventricular Assist Devices (VAD) only - Bridge to Transplant 'Excludes Heart Transplant)	10% of savings, capped at $10,000***
	Ventricular Assist Devices (VAD) only - Destination Therapy (VAD Implant + Post-Implant Services for	10% of savings, capped at $10,000***

	1 year)	
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	**10% of savings, capped at $10,000 per year*** **
	Double Lung.Multi-Organ*	**$20,000**
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	**$20,000**
	Kidney, Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	**$3,500**
	OptumHealth shall issue an invoice for the administrative fee upon receiving notice of completion of the approved VAD implant or transplant. If an additional transplant is performed to replace the initial transplant, an additional fee equal to **50%** of the original fee shall be charged. If a Member receives transplant care, but no transplant is performed,** the administrative fee shall be **35%** of the difference between charges per the applicable Provider Agreement and the Participating Provider's usual charges for the same Services, not to exceed the fee for the corresponding transplant set forth in the table above. OptumHealth shall issue an invoice upon termination of transplant care.*Except for those multi-organ transplants already listed on the Fee Schedule such as kidney/pancreas**Case referred to as "Early Term". Examples include (1) cases in which Member is not accepted into Participating Provider's transplant or VAO program; (2) cases in which the Member dies prior to transplant or VAD implant; or (3) cases in which Member's coverage ends prior to transplant or VAD Implant. ***Fee will be invoiced monthly.*	

For purposes of this Term Sheet, an Extra Contractual Agreement is complete if it provides Payor access to a discounted rate and/or fee arrangement as described in this Term Sheet, it has been executed by an Extra Contractual Provider or its authorized agent, and it has been presented to Payor. For administrative fees not paid within this time period, OptumHealth reserves the right to assess a surcharge no greater than 2% of the outstanding past due balance.

Payment to Extra Contractual Providers. The parties agree that Payor shall be responsible for payment to Extra Contractual Provider, subject to the terms of the Benefit Contract, less any copayments and deductibles, for specific health services provided by health care provider. Any dispute about benefits or eligibility is solely between Payor and Member.

DEFINITIONS

Extra Contractual Agreement: A contract negotiated on behalf of and executed by Payor for a discounted rate and/or fee arrangement for inpatient and/or outpatient health services that are to be rendered to a Member by a health care provider or Participating Provider to provide services to Members, limited to those services where OptumHealth does not have any agreement for those services.

Extra Contractual Provider: A health care provider or Participating Provider that does not have an agreement with OptumHealth to provide the health services described in an Extra Contractual Agreement.

Extra Contractual Services: Those tasks and administrative functions associated with OptumHealth's providing an Extra Contractual Agreement to Payor, limited to those services where OptumHealth does not have any agreement for those services.

CONGENITAL HEART DISEASE SERVICES
TERM SHEET

This Term Sheet describes terms and conditions that apply to Congenital Heart Disease (CHO) Services. Unless otherwise defined below, terms used in this Term Sheet have the same meaning as defined in the Access Agreement.

TERMS AND CONDITIONS

Provision of CHO Services. OptumHealth will arrange for Payor's access to certain Participating Providers for the provision of CHO Services. Payor may access Participating Providers pursuant to this Term Sheet for the provision of all CHO Services; subject to the following limitations: (a) if the Member begins receiving congenital heart disease care from Participating Provider before the Effective Date, this Term Sheet will not apply to the services that Member receives through the duration of his or her treatment; and (b) Participating Provider must receive a completed OptumHealth standard CHO Notification Form before Member begins receiving CHO Services pursuant to this Term Sheet.

After Participating Provider receives the authorization from Payor for CHO Services described in the CHO Notification Form, Payor must pay Participating Provider in the amounts and within the timeframes set forth in the applicable Participation Agreement. If Payor fails to pay in accordance with the Participation Agreement, Participating Provider will have a direct cause of action against Payor.

Verification of Benefits. Payor is responsible for verifying benefits accurately and approving Member eligibility before CHO Services are provided. After Participating Provider receives the authorization from Payor for CHO Services as described in the CHO Notification Form, Payor must pay, subject to the terms of the Benefit Plan, and any dispute about benefits or eligibility is solely between Payor and Member.

Performance Indicators. OptumHealth will provide to Client evidence of performance for each Participating Provider, including relevant case volume and survival rates.

Cost Analysis Reports. On a quarterly basis OptumHealth shall provide Client with a report about the utilization of CHO Services by Members. The report will identify the type of CHO Services performed and compare Billed Charges to Contract Charges paid by Payor.

Payment for OptumHealth's Services. For OptumHealth's service under this Term Sheet, Payor will pay an administrative fee of 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Participation Agreement, due within 30 days of the date the invoice is received by Payor. This administrative fee shall not exceed $10,000 and shall be billed to Payor upon receipt of claims for CHO Services. For administrative fees not paid within this time period, OptumHealth reserves the right to assess a surcharge no greater than 1% of the outstanding past due balance.

Payment to Participating Providers for CHO Services. Participating Providers send to OptumHealth all claims for CHO Services rendered to Members. OptumHealth will reprice the claims according to the applicable Participation Agreement. Within 5 working days from receipt of the original claim, OptumHealth will send Payor the repriced claim for payment of any amounts due Participating Providers from Payor. Payor will pay, subject to the terms of the Benefit Plan, Participating Provider immediately upon receipt of invoice. The obligation for payment of CHO

Services rendered by Participating Providers is solely that of Payor and not that of OptumHealth. If Payor fails to perform its obligations to pay Participating Provider, Participating Provider will have a direct cause of action against Payor.

Agreements With Participating Providers

Superseding Effect. The Participation Agreement will supersede Payer's agreement to the extent that Payor has a contract to access one or more Participating Providers for the delivery of the type of CHO Services covered by the Participation Agreement with that Participating Provider(s). This superseding effect applies during the term of Payer's agreement with Client.

Non-Compete. During the term of the Access Agreement and for two years after Payer's agreement with Client terminates, Payor will not renew or directly enter into a new agreement with Participating Provider for the provision of CHO Services that are of the type included in the Participation Agreement with that Participating Provider.

Continuation of Services. For Members who begin receiving CHD Services before the Participating Provider's agreement with OptumHealth ends, Payor's agreement with OptumHealth ends, or Payor's agreement with Client ends:

1. The Participating Provider will continue to provide CHO Services to Member in accordance with the terms of Participating Provider's agreement with OptumHealth ;

2. Payor will continue to pay for CHO Services in accordance with the terms of this Term Sheet and the Participating Provider's agreement with OptumHealth; and

3. Payor shall pay OptumHealth its administrative fees in accordance with the terms of this Term Sheet.

DEFINITIONS

Billed Charges: The reasonable and customary fees charged by Participating Provider that do not exceed the fees Participating Provider would charge to any other person regardless of whether the person is a Member.

Congenital Heart Disease Services: The health care services and supplies covered under Member's Benefit Contract and provided to Members at or under the supervision of Participating Provider for treatment of conditions that have a primary diagnosis related to congenital heart disease pursuant to Participating Provider's agreement with OptumHealth.

Contract Charges: The charges for CHD Services billed by a Participating Provider pursuant to the contract between OptumHealth and the Participating Provider.

SPECIALIZED PHYSICIAN REVIEW SERVICES
TERM SHEET

Unless otherwise defined below, terms used in this Term Sheet have the same meaning as defined in the Transplant Network Term Sheet.

TERMS AND CONDITIONS

Provision of Specialized Physician Review Services. Upon written request by Payor, OptumHealth will provide Specialized Physician Review Services to Payor. Payor will give OptumHealth any information necessary to complete the Specialized Physician Review Services written opinion. Payor is responsible for the cost of obtaining any Member records or information necessary for OptumHealth to perform its duties under this Term Sheet.

The written opinion will be based on information provided by Payor and deemed necessary by OptumHealth. If additional information becomes available after Specialized Physician Review Services are rendered and a written opinion is prepared, Payor may request review of the new information and additional Specialized Physician Review Services, including another written opinion.

Payment for OptumHealth's Specialized Physician Review Services. For OptumHealth's Specialized Physician Review Services provided pursuant to this Term Sheet, Payor will pay OptumHealth as follows:

1. For transplants other than bone marrow transplants, the fee is $1,850 for a written opinion from a single reviewer, or $2,450 for three written opinions, one from each of three reviewers.
2. For bone marrow transplants, the fee is $2,250 for a written opinion from a single reviewer, or $2,700 for three written opinions, one from each of three reviewers.

For an expedited review, the fee is an additional $200 for each physician reviewer. An expedited review is the provision of Specialized Physician Review Services within 2 business days of initiation, as described above. The additional fee is not charged if the written opinion is not delivered within this timeframe.

If Payor forwards additional information to OptumHealth and requests additional Specialized Physician Review Services about a previously prepared written opinion, then Payor will pay OptumHealth another fee of $1,000 for an additional written opinion from a single reviewer. Such fee will not apply if the additional information was anticipated and noted by the author of the opinion and received within 4 months of the date of the initial written opinion.

Payment to OptumHealth is due within 30 days of the date the invoice is sent to Payor.

DEFINITION

Specialized Physician Review Services: The review and assessment of Member's medical record information and the preparation of a written, professional opinion about the medical appropriateness of a transplant that is proposed as a method of treatment for that Member. The written, professional opinion will be provided by a currently licensed physician who practices transplant medicine and who has the appropriate expertise and experience to assess Member's medical condition.

Provision of Transplant Services. OptumHealth will arrange for Payor's access to certain Participating Provides for the provision of Transplant Services. The Benefit Contracts covering Transplant Services paid for pursuant to this agreement (Attachment 1) must provide at least $500,000 in transplant and major medical coverage during a Member's lifetime and must not require copayments, coinsurance or deductibles from Member in excess of a combined total of $10,000 for Transplant Services during any 12-month period.

ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS OF THE CRITERIA FOR PAYOR ACCESS TO OPTUMHEALTH'S SERVICES (ATTACMENT1): AND THE TRANSPLANT NETWORK SERVICES TERM SHEET

Effective Date: Immediate

Your signature as Payor acknowledges that you have read, understood, and agree to abide by the Terms and Conditions set forth in Attachment 1 and the Term Sheet. This will include any revisions or modifications made to such documents by OptumHealth.

Accept _____ **Reject** _____

Date: _____

By: _____

Title: _____

For: _____