

**DRAFT FIFTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND KEENAN & ASSOCIATES FOR WORKER'S COMPENSATION CLAIMS ADMINISTRATION SERVICES**

FIFTH Amendment, dated for reference purposes on \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KEENAN & ASSOCIATES ("CONSULTANT"), referred to collectively as "the Parties".

WHEREAS, the Parties entered into a Consultant Services Agreement effective on January 1, 2019 ("AGREEMENT"), whereby CONSULTANT provides specialized services for workers' compensation services, and

WHEREAS, on September 5, 2019, the Parties entered into a First Amendment to this Agreement ("AGREEMENT"), whereby the Section V of the Exhibit A was being replaced in its entirety and to incorporate Exhibit B-1; and

WHEREAS, on October 7, 2020, the Parties entered into a Second Amendment to this Agreement ("AGREEMENT"), whereby the total compensation was increased to \$1,330,023; and

WHEREAS, on October 7, 2020, the Parties entered into a Third Amendment to this Agreement ("AGREEMENT"), whereby the Time for Performance was extended through 12/31/23 and total compensation was increased to \$2,230,006; and

WHEREAS, on April 12, 2024, the Parties entered into a Fourth Amendment to this Agreement ("AGREEMENT"), whereby the Time for Performance was extended through 12/31/24 and total compensation was increased to \$2,716,006; and

WHEREAS, the AGREEMENT allows for additional ancillary services through future amendments; and

WHEREAS, the Parties desire to amend this AGREEMENT to add ancillary services, reflect certain revised fees for the remainder of the term of the AGREEMENT and clarify the Scope of Services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIFTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT.

1. Section 2 entitled "Time for Performance" is hereby amended, in part, to read as follows

2. Time for Performance

[Replace the first sentence of this section with the following:]

The term of this Agreement shall be six (6) years and six (6) months from the effective date (January 1, 2019 and ending on June 30, 2025), unless otherwise terminated.

2. Section 4 entitled "Compensation" is hereby amended, in part, to read as follows

4. Compensation

[Replace this section in its entirety with the following:]

- A. CITY agrees to pay CONSULTANT at the rates shown in Exhibit B of the AGREEMENT. It is understood that these rates take into consideration the added Utilization Review and Nurse Case Management Service Fees.
- B. Option Year 4 is amended to reflect the bundled pricing that was offered in the RFP, Exhibit B, Item B, Year 4. Therefore, Page 2, the Blanket Purchase Order No. BL009548 the item "Compensation for the period 1/1/22 – 12/31/22 \$458,890" is amended to read: "Compensation for the period of January 1, 2022 – December 31, 2022 shall be four hundred forty-one thousand, one hundred seventy-four dollars (\$441,174)."
- C. Option Year 5 is amended to reflect the bundled pricing that was offered in the RFP, Exhibit B, Item B, Year 5. Therefore, Page 2, the Blanket Purchase Order No. BL009548 the item "Compensation for the period 1/1/23 – 12/31/23 \$472,657" is amended to read: "Compensation for the period of January 1, 2023 – December 31, 2023 shall be four hundred fifty-four thousand, four hundred nine dollars (\$454,409)."
- D. City has exercised its option to extend this contract for an additional year. Therefore, Page 2, the Blanket Purchase Order No. BL009548 is amended to read: Compensation for the of January 1, 2024 – December 31, 2024 shall be four hundred seventy-three thousand dollars (\$473,000).
- E. City has exercised its option to extend this contract for an additional six months. Therefore, Page 2, the Blanket Purchase Order No. BL009548 is amended to read: Compensation for the of January 1, 2024 – June 30, 2025 shall be Two Hundred Forty-Three Thousand Twenty-Eight and 28/100 Dollars (\$243,028.28).
- F. It is understood that the fees associated with PRIME (Utilization Review and Nurse Case Management) identified in the attached **Exhibit B-1** (in addition to any other fees which were, are, and will continue to be, the responsibility of each plan participant, including but not limited to attorney's fees) will not be subject to the not-to-exceed amount identified in Section 4 of the original Agreement.

Notwithstanding the foregoing all other terms and conditions, including other fees and compensation outlined in the Agreement shall remain unchanged

*Signature page to follow.*

IN WITNESS WHEREOF, the parties have executed this AGREEMENT AMENDMENT.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

KEENAN & ASSOCIATES  
("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title



## Service Fees

### Exhibit B-1

#### Fee Schedule – Effective July 1, 2020

(Subject to change upon notice)

### MANAGED CARE

Early Intervention Initial Assessment / Triage . \$50 / Hour

Telephonic Case Management (TCM) .... \$103 / Hour

- PPO Channeling
- 4 PT Contact
- Initial Evaluation
- RTW Plan
- Medical Care Evaluation
- Written/Case Management Action Plan

Utilization Review ..... \$115 / Referral

Physician Advisor ..... \$235 / Referral

- Medical Necessity Determination
- Physician-to-Physician Contact

Specialty Physician Review ..... \$395 / Hour

- Specialty match required
- Appeals

STOP (Pharmacy Review) ..... \$325 / Hour

- Peer-to-Peer Contact by Physician
- Management of Opioid Use

- Written Treatment Plan / Recommendations

### BILL REVIEW

Minimum Processing Fee of \$12.00 per bill

Price bills to State Fee Schedules ..... 13% of Savings

• PPO Network Access (Anthem) ..... 25% of Savings

Retrospective Network Capture

• Preferred Vendor Pricing (Ancillary Services)

• MPN Access ..... \$3.50 per MPN bill

• Care Concierge™ Medical Access Assistant Physician Based Outcome Analytics

Pharmacy Benefit Management ..... 20% of Savings

Additional \$3.00 per prescription administrative fee

Negotiations ..... 24% of Savings Complex Bill Review by Physician

..... 24% of Savings eBill Access ..... \$1.20 per e-bill State

Reporting Administrative Fee ..... \$1.35 per bill

