

EXHIBIT

"A"

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United") and City of Round Rock ("Customer") is effective January 1, 2022 ("Effective Date"). This Agreement covers the services United is providing to Customer, either directly or in conjunction with one of United's affiliates, for use with Customer's Self-Funded employee medical and pharmacy benefits plans.

United identifies this arrangement as Contract No.: 925175.

By signing below, each party agrees to the terms of this Agreement.

City of Round Rock
221 E. Main Street
Round Rock, TX 78664

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

By: _____

By: _____

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

ASA 4Q 2020

Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees, and other Customer financial obligations.

Confidential Information: Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information, and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing, or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports, and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Parties, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

Employee: A current or former employee of Customer or its affiliated employer.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

IRS: The United States Internal Revenue Service.

Medical Benefit Drug Rebate: Any discount, price concession, or other direct or indirect remuneration United receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's medical benefit during the Term. Medical Benefit Drug Rebate does not include any discount, price concession, administration fees, or other direct or indirect remuneration United receives from a drug manufacturer for direct purchase of a prescription drug.

Medicare Part D Retiree Drug Subsidy Program ("RDS"): The program as set forth in Section 1860D-22 of Title XVIII of the Social Security Act, as amended by the Medicare Prescription Drug, Improvement and Modernization Act of 2003 ("MMA"), Subpart R of the MMA Final Regulation, or any successor regulation promulgated by the Centers for Medicare and Medicaid Services ("CMS"), and any guidance issued by CMS, and any mandated updates of required information.

Network: The group of Network Providers United makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: The physician, medical professional, or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee, retiree or dependent who is covered by the Plan.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits United is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Self-Fund or Self-Funded: Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems United owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or Taxes: A charge imposed, assessed, or levied by any federal, state, local, or other governmental entity.

Term or Term of the Agreement: The period of twelve (12) months commencing on the Effective Date (the “Initial Term”) and automatically continuing for additional 12-month periods (each, a “Renewal Term”) until the Agreement is terminated.

Urgent Care Claims: A claim for medical services and supplies which meets ERISA’s definition of Urgent Care Claim.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. United is not the Plan Administrator of the Plan. Any references in this Agreement to United “administering the Plan” are descriptive only and do not confer upon United anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires United to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement, including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide United with such communications which refer to United or United’s services. Customer will amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the services that United is providing.

Section 2.3 Plan Changes. Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within sixty (60) days prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement. Customer’s requested changes must be mutually agreed to in writing prior to implementation of such change.

United will notify Customer if (i) the change increases United’s cost of providing services under this Agreement, or (ii) United is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee, or if United notifies Customer under Section 2.3(ii) that United is unable to reasonably implement or administer the change, then (a) United shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon (30) thirty days written notice.

Section 2.4 Affiliated Employers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single “controlled group” as defined by the IRC. Customer agrees to provide United with a list of Customer affiliates covered under the Plan upon request.

Section 2.5 Information Customer Provides to United. Customer will tell United which of Customer’s Employees, their dependents, Retirees, their dependents, any other persons, or any combination of these, are Participants. This information must be accurate and provided to United in a timely manner. United will accept eligibility data from Customer in the format described in Exhibit A - Statement of Work. Customer will notify United of any change to this information as soon as reasonably possible.

United will be entitled to rely on the most current information in United’s possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. Parties will mutually agree upon the processing or reprocessing of claims and any additional fees that may apply.

Customer agrees to provide United, in a timely manner with all information that United reasonably requires to provide services under this Agreement. United shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

Section 2.6 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services United is providing under this Agreement are discontinued.

Section 2.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3 – Fees

Section 3.1 Fees. Customer will pay fees to United as compensation for the services provided by United. In addition to the fees specified in Exhibit B – Fees, Customer must also pay United any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 3.2 Changes in Fees. (a) United can change the fees on each Renewal Term, subject to the provisions of Exhibit B – Fees. United will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after United provides Customer with written notice of the new fees. United will provide Customer with a new Exhibit B – Fees that will replace the existing Exhibit B – Fees for the new Renewal Term.

(b) United may also change the fees with thirty (30) days prior written notice, if any one or more of the following occur:

- (1) any time there are changes made to this Agreement or the Plan, which affect the fees;
- (2) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5, Taxes And Assessments;
- (3) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%) or more; or
- (4) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by fifteen percent (15%) or more from the assumed average contract size. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

(c) If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 3.3 Due Dates, Payments, and Penalties. For the Standard Medical Service Fees described in Exhibit B – Fees, United will provide Customer with an on-line invoice in advance of the first of each month, typically no later than the 18th of each month. The due date for payment of the invoiced amounts is on the first day of the next full calendar month (“Due Date”). Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account or other upon mutual agreement means.

Late Payment. If amounts owed are not paid within fifteen (15) days after their Due Date (“Grace Period”), Customer will pay United interest on these amounts at the interest rate identified in the Fee Exhibit. Customer agrees to reimburse United for any costs that United incurs to collect these amounts. United’s decision to provide Customer with a Grace Period will be based on United’s assessment of Customer’s financial condition as of the Effective Date, and Customer’s compliance with material financial obligations. If United determines, based on reasonable information and belief, that Customer’s financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may remove the Grace Period upon notice to Customer and reserves the right to either charge interest on payments not received after the Due Date or terminate the Agreement if payments are not received by the Due Date.

Section 3.4 Reconciliation. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The due date for these amounts is the first day of the next calendar month. Customer will pay United within thirty (30) days of the due date the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate identified in the Fee Exhibit.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate identified in the Fee Exhibit.

Section 4 – Records, Information, Audits

Section 4.1 Records. United shall keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

Section 4.2 Use of Confidential Information. Neither Party may disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by applicable law and regulation, (iii) Customer may only use United's Confidential Information for Plan administration purposes and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with applicable law and regulation.

Neither party may sell, license, or grant any other rights to the other Party's Confidential Information.

If a Party is requested or required to disclose Confidential Information by subpoena, legal process or applicable law, including public records acts, such Party shall (to the extent permitted by law), provide the other Party with immediate written notice of that request or requirement. Such Party shall reasonably cooperate in any efforts by the other Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, such Party shall furnish only that portion of the Confidential Information that is legally required.

If Customer requests that United provide information about the Plan that is in United's possession after the Agreement terminates and any applicable run out period has expired, then United may, in its discretion, provide such information subject to a fee.

Section 4.3 Audits. Once each calendar year during the term of the Agreement or any applicable runout period, a mutually agreeable entity, on Customer's behalf, may conduct a medical claims audit for purposes of determining if United is administering its claims transactional services in accordance with Plan provisions. Prior to the commencement of this audit, a signed, mutually agreeable confidentiality agreement with United is required.

Customer must notify United in writing of its intent to audit. The place, time, type, and duration of all audits must be reasonable and agreed to by United. All audits will be limited to information relating to the calendar year in which the audit is conducted, and the immediately preceding calendar year (up to an 18 month look back).

The audit scope and methodology for a medical claim audit will be consistent with generally acceptable auditing standards, including a statistically valid random sample (not to exceed 400 transactions, less any transactions for targeted audits as approved by United ("Scope"). United will not support any audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology (other than as provided for in this section); this includes electronic and data mining audits that are used for purposes of recovery discovery.

As part of the medical claims audit, United will also support a small targeted audit of either member appeals, member calls, or clinical transactions (not to exceed 25 transactions).

Customer will pay any expenses that it incurs in connection with the audit. Customer will be charged a reasonable per claim charge and a per day charge for any on-site audit visit that is not completed within 5 business days or for approved sample sizes exceeding the Scope specified above. Customer will also pay any extraordinary expenses United incurs due to a Customer request related to the audit, such fees to be reviewed and approved by the Customer in advance.

Customer will provide United with copies of any audit reports within 30 days after Customer receives the audit report(s) from the auditor.

Section 4.4 Service Auditor Reports. United may make its Type II service auditor report (“Report”) available to United’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 (SSAE18). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE18 Type II Report available to United’s self-funded customers. The Report is United’s Confidential Information and shall not be shared with any third parties without United’s prior written approval, except that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s consultants, on the condition that such consultants are not in any way a competitor of United’s and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.5 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Agreement Addendum attached to this Agreement.

Section 5 – Taxes And Assessments

Section 5.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against United as a claim administrator in connection with United’s services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse United through the Bank Account for the Customer’s proportionate share of such Taxes (but not Taxes on United’s net income). United has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. United shall notify Customer in writing in advance of any such dispute(s). Customer will also reimburse United for a proportionate share of any cost or expense reasonably incurred by United in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by United’s unreasonable delay or unreasonable determination to dispute such Tax.

Section 5.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer-based tax reporting requirements, Customer agrees to comply with these requirements.

Section 5.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 (“PPACA”), as amended from time to time. This includes the funding, remittance, and determination of the amount due for PPACA required Taxes and fees.

Section 6 – Indemnification

Section 6.1 Indemnification of United. Customer shall indemnify United for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments and expenses United incurs, including reasonable attorneys' fees and costs, to the extent arising out of one of more of the following: (i) Customer’s breach of this Agreement; (ii) Customer’s design and operation of the Plan and claims brought against United as the claims administrator; and (iii) a breach by a third party of any agreements United enters into with third parties on Customer’s request.

Section 6.2 Indemnification of Customer. United shall indemnify Customer for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments and expenses Customer incurs, including reasonable attorneys' fees and

costs, to the extent arising out of one or both of the following: (i) United's breach of this Agreement; and (ii) a breach by a third party of any agreements United enters into with third parties to perform services under this Agreement.

Customer remains responsible for payment of all benefits and United does not indemnify Customer or the Plan for any claims, losses, liabilities, penalties, fines, costs, damages, judgments, or expenses that constitute payment of Plan benefits.

Section 7 – Dispute Resolution

In the event of any dispute, claim, or controversy of any kind or nature between the parties arising out of this Agreement or the Services ("Dispute"), a party may provide written notification of the Dispute to the other party. After such notice, a representative from each party shall meet in person or telephonically and make a good faith effort to resolve the Dispute. If the Dispute is not resolved within thirty (30) days after the parties first meet to discuss it, and either party wishes to pursue the Dispute further, that party will refer the Dispute to binding arbitration.

Any Dispute that has not been resolved pursuant to the above may be submitted to binding arbitration. Either party may initiate arbitration by filing a claim with the American Arbitration Association ("AAA") in accordance with the then-current Commercial Arbitration Rules of the AAA ("Arbitration Rules"). The arbitration will be conducted in accordance with the Arbitration Rules. In no event may the arbitration be initiated more than one year after the date a party first gave written notification of the Dispute to the other party. The parties will treat the Dispute, the existence of the arbitration and the outcome of the arbitration as confidential. Each party hereby waives any right to a class action arbitration.

Any arbitration proceeding will be conducted at a mutually agreeable location. Any arbitrator may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. No arbitrator has the authority to award punitive, exemplary, indirect or special damages.

Nothing in this Section 7 will be interpreted to limit, waive or nullify any other rights under this Agreement.

Section 8 – Termination

Section 8.1 Services End. United's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, United may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 8.2 Termination Events. This Agreement will terminate under the following circumstances:

- (1) The Plan terminates;
- (2) Both parties agree in writing to terminate the Agreement;
- (3) After the Initial Term, either party gives the other party at least thirty (30) days prior written notice;
- (4) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement;
- (5) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement;
- (6) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party;
- (7) United may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code;
- (8) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement or imposes a penalty on the Plan or United and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such

state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions; or

(9) As otherwise specified in this Agreement.

Section 9 – Miscellaneous

Section 9.1 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

Section 9.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, United can assign this Agreement, including its rights and obligations to United's affiliates, to an entity controlling, controlled by, or under common control with United, or a purchaser of all or substantially all of United's assets, subject to notice to Customer of the assignment.

Section 9.3 Governing Law. This Agreement is governed by the applicable laws of the State of Texas. This provision shall survive the termination of this Agreement.

Section 9.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 9.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 9.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 9.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 9.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks, or other identifying information without the written permission of the other, except that Customer grants United permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for United to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 9.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of United verifies that United does not boycott Israel and will not boycott Israel during the term of this Agreement.

Section 9.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 9.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

EXHIBIT A – STATEMENT OF WORK

The following are the administrative services United has agreed to provide to Customer. Customer may request that United provide services in addition to those set forth in this Agreement. If United agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by United, for these additional services. The services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section A1 Network

Network Access, Management and Administration. United will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

United generally does not employ Network Providers and they are not United's agents or partners, although certain Network Providers are affiliated with United. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through United's affiliates' networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program. United's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with United's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due to the Network Providers as soon as United makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if United makes the determination that the Network Provider failed to meet a standard, United will return to Customer the applicable amount. United shall provide Customer quarterly reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims-based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section A2 Prevention and Recovery Services

United will provide prevention and recovery services for Overpayments and other Plan recovery and savings opportunities as described herein.

Overpayments. United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Payment Integrity Services. United provides services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). United's Payment Integrity Services help guard against potential errors, fraud, waste and abuse by reviewing claims on a pre- or post-adjudicated basis.

United's Payment Integrity Services processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Payment Integrity Services to Customer and to United's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any particular level of prevention, detection, or recovery.

United makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Exhibit B - Fees.

Recovery Process – Non-Class Action Recoveries. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where United pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted United an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular claim or for any particular customer. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical, as determined in United's discretion. While United may initiate litigation or arbitration to facilitate a recovery, United has no obligation to do so. If United initiates litigation or arbitration, Customer will cooperate with United in the litigation or arbitration.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within thirty (30) days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

Offsetting Process. Overpayment recoveries may occur by offsetting the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments (a "Cross Plan Offset"). In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan through Cross Plan Offsets. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process do not impact the decision as to whether or not a benefit is payable under the Plan. Customer represents and warrants that the Plan SPD contains United's approved template language authorizing Cross Plan Offsets.

In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the

provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

Recovery Fees. Customer will be charged a fee for the Payment Integrity Services described in this Section A2. That fee is set forth in Exhibit B-Fees. No fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Section A3 Providing Funds

Responsibility for Payment of Plan Benefits. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provide stop loss insurance to Customer.

Bank Account. Parties will mutually agree upon Banking Account establishment. If mutually agreed upon, United under Customer's employer identification number, will open and maintain a Bank Account at a bank under United's sole control (the "Bank") to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United's self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

Balance In Account. Customer will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. United will establish this amount based on expected Plan payment obligations, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and fee payments) as determined by United. United will notify Customer of the established amount and if and when the required minimum balance changes.

The required minimum balance is based on Customer's financial condition as assessed by United. In the event United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may revise the required balance effective five (5) days from the date of notice to Customer.

Issuing and Providing Funds for Checks and Non-Draft Payments. Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each banking day to satisfy the previous day's liability.

Parties will mutually agree upon which Party will initiate funding transfers and will mutually agree upon the means by which they will be transferred. If mutually agreed upon, Customer will authorize United to initiate Automated Clearing House (ACH) transfers from Customer's own designated funding bank account to the Bank Account for amounts that are due. Every 5 business day(s), United will notify Customer of the amount due, and if mutually agreed upon, United will within one business day, initiate transfers from Customer's own designated funding bank account

to the Bank Account.

The number of days between transfers and the method of transfer are based on Customer's financial condition as of the Effective Date as assessed by United, as well as Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Underfunding. If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding at the rate identified in the Fee Exhibit.

Stop Payments on Outstanding Checks. At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in Customer's own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

Funding After Termination. When this Agreement terminates, the funding method will remain in place to fund all outstanding checks and Customer's other funding obligations, including credit refunds due to the Customer, for the length of the run-out period. Following the run-out period, to ensure a minimally sufficient balance is maintained to cover the Customer's funding obligations the required minimum balance may be adjusted through mutual agreement of the parties. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section A4 Medical Benefit Drug Rebate Payments

Allocation and Payment of Medical Benefit Drug Rebates. From time to time, United or a subcontractor may negotiate with drug manufacturers regarding the payment of Medical Benefit Drug Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the Medical Benefit Drug Rebates United receives. United will retain the balance of such Medical Benefit Drug Rebates as part of United's compensation. When United negotiates directly with drug manufacturers for the payment of Medical Benefit Drug Rebates to United, United will pay Customer the agreed upon Medical Benefit Drug Rebates within thirty (30) calendar days of United's receipt of such Medical Benefit Drug Rebates from the drug manufacturer. If United is not able to make payment to Customer within thirty (30) calendar days, United will pay interest on such Medical Benefit Drug Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. Interest will be paid at the one-month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Customer will only receive Customer's Medical Benefit Drug Rebates to the extent that Medical Benefit Drug Rebates are received by United. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving Medical Benefit Drug Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Medical Benefit Drug Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's

right to other remedies, immediately terminate Customer's and Plan's entitlement to Medical Benefit Drug Rebates (including forfeiture of any Medical Benefit Drug Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with United in order to obtain Medical Benefit Drug Rebates.

Subcontractor Compensation. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of Medical Benefit Drug Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. United will provide information on the amount, if any, retained by the subcontractor as compensation for its services, in advance of Customer's execution of this Agreement. In addition, United will provide Customer with thirty (30) days advance notice of any material increase in or method for subcontractor compensation. If at any time Customer does not find the subcontractor compensation acceptable, Customer may terminate the Medical Benefit Drug Rebates services after thirty (30) days advance written notice to United.

Section A5 Claims Determinations and Appeals

Claim Procedures. Customer appoints United a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals. As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to United under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. If United denies a Plan benefit claim, in whole or in part, United will notify the claimant of the adverse benefit determination and the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or those which are required under applicable law. If after the exhaustion of the two levels of internal appeal United determines that the Plan benefit is still not payable, United will notify the claimant that the adverse benefit determination has been upheld. This determination will be final and binding on the claimant, and all other interested parties except as otherwise provided under the external review program described in below.

Appeals of Urgent Care Claims. Notwithstanding the foregoing, with respect to Urgent Care Claims, United will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible, in accordance with applicable law.

External Review Program. In order for Customer to meet its regulatory obligations with respect to claim appeals, Customer shall provide an external review program to claimants.

With United's approval, Customer may utilize United's external review program. In such case, the following shall apply:

- (1) A fee will apply beyond a limited number of free reviews based upon Customer's total enrollment.
- (2) Customer acknowledges that the independent review organizations are not United subcontractors.
- (3) United is not responsible for the decisions of the independent review organizations.

Section A6 System Access

Catastrophic Events: During such time as a government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe"), Customer directs United to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level), (c) extension of time frames for timely claims filing and/or appeals, (d) early replacement of lost or damaged durable medical equipment, and (e) other protocols reasonably required to provide Participants with access to health plan and pharmacy benefits as applicable. Such protocols are applicable to Participants whose place of residency falls within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.

Access. United grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in

the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain United's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to United, the hardware, software, and Internet browser requirements United provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United, and maintain appropriate logs and monitoring of system activity. Customer shall notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by United which impact the System.

Termination. United reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by United, including any amendments thereto or (ii) immediately on the date United reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Statement of Work, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and United will deactivate Customer's identification numbers, passwords, and access to the System.

Section A7 Pharmacy Benefit Services

Definitions Specific to Pharmacy Benefit Services:

Average Wholesale Price (AWP): The average wholesale price, as reflected on the Medi-Span Prescription Pricing Guide (with supplements) ("Medi-Span"), of a Prescription Drug based on the eleven (11) digit NDC of the Drug on the date dispensed. United will rely on Medi-Span as updated by United no less frequently than every seven days to determine AWP for purposes of establishing the pricing provided to Customer under this Agreement. United will not establish AWP, and United will have no liability to Customer arising from use of Medi-Span.

Brand Drug: A single-source or multi-source Prescription Drug product as designated by the Medi-Span Prescription Pricing Guide (with supplements) or other available data resources that identify as a Brand product.

Dispensing Fee: The contracted rate of compensation paid to a Network Pharmacy for the processing and filling of a prescription claim.

Prescription Drug List (PDL): The list of Prescription Drugs as developed by United and approved and adopted by Customer for use with the Plan.

Generic Drug: A prescription drug product, whether identified by its chemical, proprietary or non-proprietary name, that is therapeutically equivalent and interchangeable with a Prescription Drug having an identical amount of the same active ingredient(s). For purposes of this Agreement, the Generic Drug determination is made based upon factors including indicators included in the Medi-Span Prescription Pricing Guide (with supplements) or other available data resource that identify as a Generic product.

MAC: The maximum allowable cost of a Prescription Drug as specified on a list established by United. United may have multiple MAC lists, each of which is subject to United's periodic review and modification in its sole discretion.

Mail Order Pharmacy: A facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs via postal or commercial courier delivery to individuals, including Participants. Mail Order Pharmacy includes pharmacies that are affiliates of United.

Network Pharmacy: A retail pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs to Participants and has entered into a Network Pharmacy agreement. An affiliate of United, in its capacity as a Mail Order Pharmacy or Specialty Pharmacy is a Network Pharmacy of the Customer.

Prescription Drug: An FDA approved drug required to be dispensed or administered only by prescription from a licensed health care professional in accordance with laws.

Rebate: Any discount, manufacturer administration fees, price concession or other remuneration United receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a Prescription Drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any discount, price concession or other direct or indirect remuneration United receives from a drug manufacturer for direct purchase of a Prescription Drug.

Single-Source Generic: A Generic Drug that has only one generic manufacturer.

Specialty Drugs: Prescription Drugs available at United's Specialty Pharmacy, including: (a) biotechnology drugs; (b) orphan drugs used to treat rare diseases; (c) typically high-cost drugs; (d) drugs administered by oral or injectable routes, including infusions in any outpatient setting; (e) drugs requiring on-going frequent patient management or monitoring; and (f) drugs that require specialized coordination, handling and distribution services for appropriate medication administration

Specialty Pharmacy: A facility that is duly licensed to operate as a pharmacy to dispense Specialty Drugs. Specialty Pharmacy includes pharmacies that are affiliates of United.

Pharmacy Network. United or its affiliate will provide the Pharmacy Benefit Services described in this Section. United will make Network Pharmacies available to Customer Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

Mail Order Pharmacy Services. United will provide, through its affiliate, mail order pharmacy services for Customer's Participants. Customer's pricing terms for mail order pharmacy services are based on the actual package dispensed and at least a 46-day supply. Prescriptions filled through the mail order pharmacy that are less than a 46-day supply will be processed at retail pricing and will be counted with retail utilization.

Prescription Drug List (PDL). Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved Prescription Drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the Prescription Drug product.

United may periodically change the placement of a Prescription Drug product among the tiers and/or recommend specific Prescription Drug product exclusions from coverage. These changes generally will occur three times per year, but no more than six times per calendar year. These changes may occur without prior notice to Customer

however United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, clinical programs, and participant impact. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling United's customer service.

Claims Processing. United will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. On mail order and retail pharmacy services, United will retain the difference between what United reimburses the Network Pharmacy and Customer payment for a Prescription Drug product or service. United maintains systems for processing pharmacy claims and may receive access fees as compensation for services United provides to Network Pharmacies.

Pharmacy Audits. During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity ("Auditor") may conduct an annual pharmacy claims audit of United's performance under the Agreement once each calendar year. Prior to the commencement of this audit, United must receive a signed, a mutually agreeable confidentiality agreement.

Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. No audits may be initiated or conducted during the months of December and January due to the demands of annual renewals and the implementation period. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. The audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample as approved by United. United will not support any external audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology; this includes electronic/data mining audits that are used for purposes of recovery discovery.

Customer will pay any expenses that it or its Auditor incurs in connection with the audit. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses United incurs due to a customer request related to the audit, such fees to be reviewed and approved by the Customer in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this Section (if approved by United), Customer will pay all expenses incurred by United.

United will provide Auditor with access to prescription claims data, subject to the provisions of the confidentiality agreement. Additional documentation (e.g. policies and procedures) requested during the course of an audit, other than that needed to determine the accuracy of pharmacy claims payments, may be provided at United's reasonable discretion. After reviewing the claims for the audit period, Auditor may provide a sample size of claims, not to exceed 300 prescription claims per audit, for United to perform additional research.

A final audit report shall be provided by Customer or Auditor in writing to United forty-five (45) days after the end of the audit. Such final audit report will contain a representative sample of prescription claims or the entire suspected error population, as well as the dollar amount associated with any suspected errors. If the entire suspected error population is provided, then United will review a statistically valid sample of the prescription claims and provide Customer or Auditor with its response within forty-five (45) days of United's receipt of the final audit report. Customer or its Auditor shall have thirty (30) calendar days to reply to United's response. If Customer or its Auditor fail to provide either the initial final audit report or fail to reply to United's audit response within the timeframes provided, then the audit will be considered closed. Any payment made, whether by United or Customer, based upon audit findings will be made within thirty (30) days following Customer and United agreeing to the audit results and payment of any amounts due as reflected in an executed audit settlement agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or United's affiliates. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used. Rebate audits are to be conducted separate from claims audits, must be conducted on site at United, and are limited to five (5) Rebate agreements.

Section A8 Pharmacy Benefit Rebates

Allocation and Payment of Rebates. United will negotiate with drug manufacturers for the payment of Rebates to United. The amount of Rebates that is available depends on many factors, including whether Customer has an incentive benefit design, arrangements with drug manufacturers, the volume of Prescription Drug claims and the structure of the PDL. United has agreed to pay Customer a fixed Rebate amount as outlined in Exhibit C – Performance Standards for Health Benefits.

If a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to propose a change to the fees as provided for in the Fees Section or increase the percentage of Rebate dollars retained by United.

United will make payments of Customer Rebates to Customer on a quarterly basis, and Customer will receive payments within 120 days after the end of the quarter. If United is not able to make payment to Customer within 120 calendar days after the end of the quarter, United will pay Customer interest on such Rebates, starting on the 121st calendar day going forward until United makes payment to Customer, calculated at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month. United may receive and retain interest on those Rebates until United makes payment to Customer.

Payments to Pharmacies. In connection with Prescription Drug claims, there may be a timing difference between when United withdraw funds from Customer claims account and when United issues payments to pharmacies and other payees. United may retain interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by United's banking institution.

Customer Compliance. Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Rebates on or the purchase of Prescription Drug products from any manufacturer with respect to the pharmacy benefits. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer and Plan's entitlement to Rebates (including forfeiture of any Rebates earned but not paid) and/or terminate the pharmacy benefit services. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for medical management services under this Agreement. In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates. Customer will encourage Customer Participants to use a Network Pharmacy. Customer will also encourage Customer Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website.

Coordination of Pharmacy Benefits with Medicare Part D. If elected by Customer, Customer delegates the discretion and authority to United to develop and use policies and procedures to coordinate claims for retiree pharmacy benefits claims with Customer Part D Prescription Drug plan in accordance with Customer Plan design and applicable law.

Schedule of Services

A. ACCOUNT MANAGEMENT SERVICES

Service	Comments
Implementation and maintenance of account.	
Enrollment meetings and support for locations that meet United's criteria.	UnitedHealthcare will agree to have our Field Account Manager, (and possibly other resources such as a Wellness Coordinator), allocate 8 onsite hours bi-monthly to collaborate on strategies, communications, wellness, data analysis, clinic integration, etc. We are providing this at no additional cost.
Standard initial enrollment kit.	
Bulk mailing of initial enrollment kits to Customer based on United's criteria.	

Service	Comments
Ongoing account management including: <ul style="list-style-type: none"> Designated account resources. Ongoing management and review of benefits and data. 	Onsite support, including member support and wellness support for Customer, no less than 1 day (8 hours) every 2 months.
Standard accounting structure based on United's criteria: <ul style="list-style-type: none"> Suffixes to accommodate separate claims reporting for different benefit plans. Claim accounts to accommodate separate claims data for different locations and groups. 	
Maintenance benefit plans.	
Electronic Bill Presentment and Payment (EBPP) , which provides capabilities to: <ul style="list-style-type: none"> View invoices online. Sort and search enrollee information. Download billing information. Remit payment online. 	
Online administration services accessed through United's Employer eServices Web site including online eligibility maintenance and claim status inquiry.	Customer reporting is included to the extent indicated in Section D. eServices Customer Reporting Services.
Summary Plan Description (SPD) Assistance. United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon with one additional draft, in response to Customer's comments, and a final draft SPD. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English.	<p>If the SPD is not finalized sufficiently in advance of the Effective Date of United's services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved or (ii) create, at United's discretion, an operational SPD which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide United's services in accordance with this summary of Plan benefits and exclusions or operational SPD, as the case may be, and it will govern and remain in full force and effect until a final SPD is provided to United.</p> <p>Printing of SPDs is available at an additional cost.</p>
Summary of Benefits and Coverage: <ul style="list-style-type: none"> Electronic version in United's standard format. For medical Plans administered by United. Initial request and up to 1 amendment per year. 	

B. ELIGIBILITY MANAGEMENT SERVICES

Service	Comments
Standard ID Card production and issuance.	United has assumed the addition of Customer's logo in an acceptable format to the ID card.
Alternative member ID numbers generated by United (not based on SSN).	Customer has two options: Standard Alt ID processing where United generates the alternate ID for the Subscriber/Family or Non- Standard Alt Id processing where the Customer passes the Non-SSN ID to be used for the Subscriber/family
Electronic Eligibility Processing Electronic Enrollment processing: <ul style="list-style-type: none"> Each submission to be a single consolidated file. Separate eligibility submissions for COBRA. Initial load of primary physician data (when applicable) to be supplied electronically 	A separate COBRA file is only required if it being administered by an external COBRA vendor and cannot be included on the Active file.

Service	Comments
Submission format: <ul style="list-style-type: none"> UnitedHealth Group® Standard GSF (Gateway Standard Format); or HIPAA 834 Compliant Format;. Single data source required. Submission frequency: <ul style="list-style-type: none"> Changes file daily in combination with a full population file on a monthly schedule. Or <ul style="list-style-type: none"> Changes file weekly or bi-weekly in combination with a full population file on a monthly or quarterly schedule. Or <ul style="list-style-type: none"> Full file weekly or bi-weekly. Transmission method: <ul style="list-style-type: none"> SFTP used for receiving files. . 	

C. UNDERWRITING AND FINANCIAL SERVICES

Service	Comments
Overall program accounting (year-end reconciliation).	
Claim projections.	
Annual Projection of cost impact for benefit design changes.	
Annual Projection of conventional premium equivalent rates.	
Annual Reserve estimates.	
Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals.	
Provide required data necessary to enable Customer to file Form 5500.	

D. ESERVICES® CUSTOMER REPORTING SERVICES

Service	Comments
An online customer reporting system including up to five customer IDs.	
Reporting Access Levels: <ul style="list-style-type: none"> <u>Standard</u> – Basic report package of “subscription” financial and utilization information produced on a pre-scheduled basis. <u>Select</u> – In addition to the Standard features, interactive access to eCR tools allowing the user to customize report parameters to facilitate detailed views of the data. Includes a broad array of membership and utilization reports. <u>Expanded</u> – In addition to the Select features, allows the user greater ad-hoc and customizable capabilities to obtain detailed performance information. 	Customer will have access to Expanded Level reporting.
Non-standard or ad hoc reports	First 4 hours of programming per Ad Hoc request (if required) are included at no charge. Additional fees are determined on a report-specific basis after 4 hours.
United reserves the right, from time to time, to change the content, format and/or type of United’s reports.	

E. CLAIMS ADMINISTRATION SERVICES

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for United to determine whether a benefit is payable under the Plan’s provisions. Customer delegates to United the discretion and authority to use United’s claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer’s benefit plans.	
Claim history load from one prior carrier using United’s standard process.	

Service	Comments
Standard claims processing including: <ul style="list-style-type: none"> • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Claim edit/review and cost containment program. • Pending and subsequent claim review. 	
Standard claim forms (when applicable).	
Medical claim review of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.	
Standard coordination of benefits for all claims.	
Production and distribution of monthly Health Statements.	
Processing of run-out claims (meaning claims incurred prior to the termination date) for six (6) months following termination.	<p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply. Run-out fees may apply to partial terminations at United's discretion.</p> <p>The fees associated with providing run-out claims processing are included in United's monthly administrative fees as described in Exhibit B - Fees. No additional fee will apply to run-out claims processing, except if the Agreement is terminated prior to the end of the Initial Term for any reason, there will be an additional fee, determined by United, for the remaining months of the run-out claims processing term.</p> <p>Suspension of Run-out Processing If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United's notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p> <p>Termination of Run-out Processing Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.</p>

Service	Comments
Plan Benefits Litigation Support <ul style="list-style-type: none"> If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against United to recover Plan benefits related to services under this Agreement ("Plan Benefits Litigation"), United will select and retain defense counsel to represent its interest. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest. If Plan Benefits Litigation is begun against the Plan and United jointly and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests. Litigation Fees and Costs. All reasonable legal fees and costs United incurs will be paid by Customer if United gives Customer reasonable advance notice of United's intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United's fiduciary obligations on United's litigation strategy. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation. 	In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.
Prevention and Recovery Services	As provided for in Section A2.

F. MEMBER SERVICES

Service	Comments
Toll-free access to a customer care unit using a dedicated number	
Employee access to a member website enabling Participants to: <ul style="list-style-type: none"> Check claim status. Check eligibility information. Search for providers and online health information. Print ID cards 	

G. MEDICARE SERVICES

Service	Comments
Medicare crossover	
Medicare Part D Subsidy Reporting Services If elected by Customer, provide to Customer or Customer's designee, or, at Customer's request, directly to CMS, information Customer has determined is necessary for Customer to comply with the requirements of the RDS program consisting of our standard reporting, in a format compliant with all applicable CMS submission procedures and deadlines.	<p>If elected by Customer, Customer will provide United with any information that United reasonably requires in order to prepare these reports, including but, not limited to, Plan Variation/Reporting Code ("PV/RC") used to isolate members for whom Customer is pursuing the Retiree Drug Subsidy, members' social security numbers, or Health Information Codes, or any combination of these.</p> <p>Customer hereby represents that Customer has entered into a disclosure agreement with the Plan to allow the release of required information to CMS. Customer has informed United, and United acknowledges that information provided in connection with the services under this Agreement is used for purposes of obtaining Federal funds.</p>
Medicare Secondary Payer Reporting. United shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and	Customer agrees to provide to United in a timely manner and in an agreed upon format any and all data that United requires to comply with the Reporting Requirements.

Service	Comments
SCHIP Extension Act of 2007. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.	

H. NETWORK SERVICES

Service	Comments
Network access, management and administrative activities	Standard on all network plans.
UnitedHealth PremiumSM Designation Program	Available in designated markets.
Naviguard – Emergent/RAPL (Participant Had No Choice). Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.	Participants are held harmless from provider balance billing. Program complies with applicable law and regulation including but not limited to the ACA minimum reimbursement methodology.
Naviguard – Non-Emergent (Participant Had Choice). Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.	Customer directs United, at United's discretion, to increase compensation for a particular claim if United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).
Access to Extended Networks (leased networks)	Available at an additional charge.

I. CARE MANAGEMENT SOLUTIONS SERVICES

Service	Comments
Personal Health Support Health advocates and concierge services , includes the following: <ul style="list-style-type: none"> • Central in-take point for all clinical and lifestyle Participant calls. • Access to registered nurses for symptom triage and support with decisions about health care and treatment options as applicable to the Customer's elected products. • Health education and resource navigation. • Low to moderate health risk management. • Premium provider / facility locating and appointment scheduling. Personal nurses , provide targeted support. Specialty nurses , provide clinical management for complex conditions. Personal Health Support Website Consumer activation and outreach campaigns , United may create consumer marketing campaigns to promote clinical, lifestyle management and advocacy services to the Customer's Participants. Reporting , outlining program activity and impact. Additional services include the following: Disease Management <ul style="list-style-type: none"> • Asthma • Chronic Obstructive Pulmonary Disease (COPD) 	

Service	Comments
<ul style="list-style-type: none"> Coronary Artery Disease (CAD) Diabetes Congestive Heart Failure (HF) Complex Medical Conditions: <ul style="list-style-type: none"> Cancer Resource Services Cancer Support Program for Onsite Clinic Congenital Heart Disease Resource Services Kidney Resource Services Transplant Resource Services: <ul style="list-style-type: none"> Transplant Network via Centers of Excellence (COE) Transplant Access Program (TAP) Network Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. Women's Health: <ul style="list-style-type: none"> Maternity Program Parent Steps Infertility Discount Program Health Content: Providing members with access to online services which may include but are not limited health and wellness content, health assessments, health coaching, personal health records <u>and/or</u> automated messaging, available through myuhc.com and other online resources. Physical Health Solutions <ul style="list-style-type: none"> Chiropractic Network PT/OT/ST Network Chiropractic Clinical Support Program (CCSP) Clinical Support Program - PT/OT Complementary Alternative Medicine (CAM) Network Management Wellness/Consumer Incentives <ul style="list-style-type: none"> Tobacco Cessation Program Advocacy <ul style="list-style-type: none"> Decision Support 	
Medical policy functions , as guided by a medical director.	Standard on all managed plans.
Alternate Care Proposals (ACP) which provide appropriate and cost-effective health care services and supplies alternatives that would otherwise not be covered by the Plan.	Customer consents to United's use and administration of the ACP program and delegate to United the discretion and authority to develop and revise ACPs.
Activation programs to engage Participants including , monthly health statements, member call services, and access to member portal with consumer messaging.	
Predictive modeling , using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status.	Additional charges apply for integrating an outside vendor's pharmacy data.
Obesity and Diabetes Prevention Services , customizable program delivered to eligible Participants with a goal of preventing diabetes and other obesity related diseases. The program uses a 52-week approach with online technology and live audio/video capabilities.	Services are delivered by United Network Providers.

J. BEHAVIORAL HEALTH SOLUTIONS — MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Service	Comments
Behavioral Health Solutions <ul style="list-style-type: none"> • Network access, development and maintenance • Ongoing case management. • Outpatient care management. • Inpatient care management. • Interventions for Inpatient and Outpatient outliers. • Claims processing, adjudication and member services. • Account management and standard reporting • Interface Integration with employee assistance program (EAP) vendors • Applied Behavioral Analysis (ABA) for Autism if Customer chooses to cover ABA as a Plan benefit, including ABA clinical management • Participant referrals to licensed care manager from disease management and case management programs. 	

K. MANAGED PHARMACY SERVICES

Service	Comments
Integrated Pharmacy Services and General Support. United to provide administrative, management, consultative and general support as it relates to Prescription Drug benefit plan services, mail order pharmacy services and specialty pharmacy services to support the Plan.	
<ul style="list-style-type: none"> • Account management and support staff • Benefits administration and support • Claims Processing • Clinical programs such as standard notification, quantity level limits, and quantity per duration. • Credentialing of Contracted Pharmacies • Customer Care Center Services - Toll-free access to customer care voice response unit (for location of network pharmacies), and a pharmacist • Eligibility management • Mail Order Pharmacy Services • Medication Adherence Savings • PDL Management • Pharmacy Network Management • Pharmacy Benefit Rebate Administration • Prior Authorization Services • Quality Assurance Program • Reporting (available through eServices) • Specialty Pharmacy Services Step Therapy • Targeted Disease Intervention Program • Utilization Management Program - Development and Support • Additional programs such as dispense as written (DAW) interventions, retail flags and edits, maximum allowable cost pricing (retail), and generic and mail order programs • Upon termination of the Agreement, United will provide transition files (open refill, prior authorization, non-financial claims history) to a successor pharmacy benefits manager 	

EXHIBIT B – FEES

This exhibit lists the fees Customer must pay United for United's services during the term of the Agreement. Unless specified otherwise, these fees apply for the period from January 1, 2022 through December 31, 2024. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based on 903 enrolled Employees.

The Standard Medical Service Fees are the sum of the following:

- \$10.79 per Employee per month covered under the Choice + portion of the Plan.
 - \$12.79 per Employee per month covered under the Nexus portion of the Plan.
 - Average Contract Size: 2.47
- *4th and 5th Year guarantee administration fee inflators of +3.00% in Year 4 and +3.00% in Year 5.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$40.00 per Employee per month.

Pharmacy AWP Contract Rate

Customer's contract rate for Prescription Drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. United will not use two or more pricing sources simultaneously for a given claim.

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery <ul style="list-style-type: none">• United's large-scale analytics to identify additional recovery opportunities.• Claims re-examined every month for up to 12 months.• Post-adjudicated claims.	Fee not to exceed 24% of the gross recovery amount
Credit Balance Recovery <ul style="list-style-type: none">• Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology.• On-site at hospitals and facilities.• Post-adjudicated claims.	Fee not to exceed 10% of the gross recovery amount.
Focused Claim Review <ul style="list-style-type: none">• Review of claims for inappropriate billing of services not documented in clinical notes.• Board certified, same-specialty medical directors.• Pre-adjudicated claims or post-adjudicated claims.	Fee not to exceed 22% of the gross recovery amount.
Fraud, Waste, and Abuse Management <ul style="list-style-type: none">• Detection and recovery of wasteful, abusive, and/or fraudulent claims.	Fee not to exceed 22% of the gross recovery or prevented amount

<ul style="list-style-type: none"> Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. Pre-adjudicated claims or post-adjudicated claims. 	
Hospital Bill and Premium Audit Services <ul style="list-style-type: none"> In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. Post-adjudicated claims. 	Fee not to exceed 22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries <ul style="list-style-type: none"> Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. Pre-adjudicated claims or post-adjudication claims. 	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
Third Party Liability (Subrogation and Injury Coverage Coordination) <ul style="list-style-type: none"> Services to prevent the payment of Plan Benefits, or recover Plan Benefits, which should be paid by a third party. Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. Pre-adjudicated claims or post-adjudicated. claims. Customer will not engage any entity except United to provide such services without prior United approval. 	Fee not to exceed 33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Naviguard	\$4.50 PEPM is included in above ASO fee.
External Reviews	If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer's total enrollment, a fee of \$500 will apply per review.
Pharmacy Benefit Rebates - Termination	Pursuant to the termination section of this Agreement, if Customer terminates the Pharmacy Benefit Services portion of this Agreement only during the Term of the Agreement and termination is for any reason other than for cause, United may retain all Rebates that have not been remitted to Customer as of the effective date of such termination.
Interest Rate on Fees and Underfunding Bank Account	The quarterly average of Prime + 4%.

Discretionary Budget

United will provide a discretionary budget to help Customer mitigate costs associated with administrative service. .
\$30,000 Transition credit each year.

Implementation Credit

United will provide an implementation credit to help Customer mitigate costs associated with implementation. The implementation credit will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. If Customer terminates the Agreement prior to December 31, 2022, Customer will pay United a prorated portion of this credit.

\$60,000 Implementation credit first year only.

Reporting Credit

United will provide a reporting credit to help Customer mitigate costs associated with reporting. The reporting credit will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. If Customer terminates the Agreement prior to December 31, 2022, Customer will pay United a prorated portion of this credit.

\$16,500 Reporting credit first year only.

Other

A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate.

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B – Fees), (hereinafter referred to as “Fees” in this Exhibit) payable by Customer under this Agreement will be adjusted through a credit to its 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 January 1, 2022 through December 31, 2024 (each twelve-month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period, or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties; and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer 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.

Effective January 1, 2022 through December 31, 2024

Implementation -- Applies to First Year Only			
A formal implementation plan, which defines key tasks, dependencies and completion dates will be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on the customer’s part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee.			
Initial ID Card Issuance			
Definition	ID cards will be postmarked within the parameters set forth after the final eligibility data has been system loaded, passed a quality assurance check, passed a system load test and has been released to the ID card production area.		
Measurement	Percentage of cards issued		99%
	Issuance time frame, business days or less	business days	10
Criteria	Calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. ID card turnaround time guarantees are based on United’s performance during the implementation process.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

Claim Ready Date			
Definition	Ready to pay electronic claims by the later of the effective date or within the designated number of days following the completion of key implementation tasks: (i) Account structure and benefit plan details are defined and written approval has been provided by the customer; (ii) final eligibility has been received and successfully tested by United; and (iii) if so negotiated, deductibles and lifetime maximums from the previous carrier received in a mutually agreed upon format, accurate, and loaded electronically.		
Measurement	Electronic claim ready by effective date or the later of business days or less	business days	18
Criteria	If any additional changes are received or requested after written approval is received, 10 additional business days will be required for changes affecting up to ten benefit plans (sets); 20 additional days will be required for changes affecting ten or more benefit plans (sets).		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Eligibility Loading			
Definition	Initial implementation electronic eligibility files will be loaded within the timeframe set forth following receipt of clean eligibility file.		
Measurement	Files loaded, in business days or less	business days	3
Criteria	Clean eligibility file once approved by Customer and/or Customer designee and United, which must be: a) error free; b) formatted per United's standards; and c) received by 12:00 p.m., EST on the scheduled date, or the guarantee period starts the following business day.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,000
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		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
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 paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50%		

	97.49% - 97.00	
	Below 97.00%	
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	Total Dollars at Risk for this metric	\$10,000
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 Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. 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 (except when United is Customer's pharmacy benefit services administrator), dental, vision, Account, Health Savings Account, etc.		
Average Speed to Answer		
Definition	Calls will sequence through United's 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 Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,000
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 Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,000
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 is each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	

Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,000
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 “Overall, how satisfied are you with the way we administer your medical health insurance plan?”	
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 Customer’s account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$5,000
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 “How satisfied are you overall with UnitedHealthcare?”	
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	Total Dollars at Risk for this metric	\$15,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Effective January 1, 2022 through December 31, 2024

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria	01/01/2022	01/01/2023	01/01/2024
-	Combined Discount Guarantee - Broad Network		
	Retail Brand, Average Wholesale Price (AWP) less	19.0%	19.2%
	Retail Brand -- 90 Day Supply, AWP less	22.9%	23.1%
	Retail Generic - 30 and 90 Day Supply, AWP less	83.0%	83.2%
	Mail Order Brand, AWP less	25.5%	25.5%
	Mail Order Generic, AWP less	85.5%	85.5%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	Dispensing Fees - Broad Network		
	Retail Brand - 30 Day	\$0.60	\$0.60
	Retail Brand -- 90 Day Supply	\$0.10	\$0.10
	Retail Generic - 30 Day	\$0.60	\$0.60
	Retail Generic -- 90 Day Supply	\$0.10	\$0.10
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Fixed Rebate Guarantee (Flex Base PDL)		
	Basis, per script	Brand	Brand

-	Retail - 30 Day	\$60.63	\$61.73	\$64.86
-	Retail - 90 Day Supply	\$173.37	\$181.00	\$182.77
-	Mail Order	\$147.26	\$144.18	\$135.29
-	Specialty	\$298.90	\$328.03	\$338.82
-	Credits and Allowances			
-	Rebate Fee Credit (PEPM)	\$40.00	\$40.00	\$40.00
-	Transition Credit (flat amount)	\$20,000.00	NA	NA
-	Pharmacy Management Allowance (flat amount)	\$20,000.00	\$20,000.00	\$20,000.00
-	Fees			
	Clinical Prior Authorizations (per review)	\$50.00	\$50.00	\$50.00
	Direct Member Reimbursement (per paper claim)	\$2.50	\$2.50	\$2.50
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. • The Arrangement excludes usual & customary claims, vaccines, long term care facility claims. • The Arrangement includes veterans' affairs facility claims, over-the-counter claims. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Flex Base PDL 			

- Rebate guarantees are contingent upon Customer's adoption, without deviation, of United's PDL and PDL exclusions, as well as any changes United makes to its PDL and PDL exclusions; and the implementation of the step therapies required by United, as well as any changes United makes to its utilization management programs.

- Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer, claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, consumer card or discount card program claims and direct member reimbursement claims.

- Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of rebates available due to the introduction of any new product (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

- if the percentage of enrolled pharmacy members with coverage access to authorized brand alternatives exceeds 50%

- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

- if Customer changes or does not elect an incented plan design

- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.

- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.

- If Customer terminates pharmacy benefit services with United prior to 12/31/2024, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.

- Vaccines are excluded from the claim counts.

Credits and Allowances

- Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee.

- Transition Credit: United will provide a credit to help Customer mitigate costs appropriately associated with an administrative service provider change. This credit is available once the parties have an executed Agreement and the first month of service fees under the Agreement has been received by United. Upon request from the Customer, a credit will be issued in United's fee billing system.

- Pharmacy Management Allowance: United will provide a credit allowance to help Customer mitigate costs appropriately associated with the administration of the pharmacy program. This credit allowance is available once the parties have an executed Agreement and the first month of service fees under the Agreement has been received by United. Upon request from the Customer, a credit will be issued in United's fee billing system

- If Customer terminates pharmacy benefit services with United prior to 12/31/2024, Customer will repay United a prorated portion of the amount of the Transition Credit and Pharmacy Management Allowance that has been paid as of the termination date. All unpaid credits are forfeit.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/2024 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
 - Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
 - On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
 - Pricing and guarantees assume enrollment of 903 Employees and 2,228 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 15% or more from assumptions.
 - The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.
 - All pricing guarantees require the selection of United as the exclusive mail provider.
- United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.
- United shall on Customer's behalf, administer a fee ("Consultant Fee") to be paid to Honest Rx ("Consultant"). The Consultant Fees are included in Customer's pharmacy financial terms. United shall provide Consultant with a one time Procurement Fee in the amount of \$25,000, Annual Audit Fees in the amount of \$20,000 and monthly payment for all Consultant Fees collected in the amount of \$4.00 PMPM. The Customer acknowledges there is a contract between Customer and Consultant. Therefore, in the event that there is a dispute between Customer and Consultant over continuing to make the Consultant Fee payment(s) or in the delivery of consulting services, Customer shall hold United harmless in such disputes. In the event of any change whatsoever in the Consultant Fee, Customer shall immediately notify United of such change and United may propose changes to the pharmacy financial terms.
 - United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

TRRX
(01/2021)

Effective January 1, 2022 through December 31, 2024

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	<p>A composite of 19.0% for drugs dispensed through United's specialty Pharmacy Network. This guarantee is effective 01/01/2022 through 12/31/2024. See chart below for a list of Specialty Drugs.</p> <p>Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.</p>

Criteria	<p>Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of listed specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount target of 19.0% to determine the overall discount target dollars.</p> <p>The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.</p>
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark e) if actual specialty utilization is not substantially similar to that in the experience period data on which our quote is based. On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	Included/Excluded From Guarantee	Specialty Drug Category	Drug Name	Included/Excluded From Guarantee
ANEMIA	ARANESP	Included	INFLAMMATORY CONDITIONS	RINVOQ	Included
ANEMIA	EPOGEN	Included	INFLAMMATORY CONDITIONS	SILIQ	Included
ANEMIA	PROCRIT	Included	INFLAMMATORY CONDITIONS	SIMPONI	Included
ANEMIA	RETACRIT	Included	INFLAMMATORY CONDITIONS	SKYRIZI	Included
ANTICONVULSANT	DIACOMIT	Included	INFLAMMATORY CONDITIONS	STELARA	Included
ANTICONVULSANT	EPIDIOLEX	Included	INFLAMMATORY CONDITIONS	TALTZ	Included
ANTHYPERLIPIDEMIC	JUXTAPID	Included	INFLAMMATORY CONDITIONS	TREMFYA	Included
ANTI-INFECTIVE	ARIKAYCE	Included	INFLAMMATORY CONDITIONS	XELJANZ	Included
ANTI-INFECTIVE	DARAPRIM	Included	INFLAMMATORY CONDITIONS	XELJANZ XR	Included
ANTI-INFECTIVE	PYRIMETHAMINE	Included	IRON OVERLOAD	DEFERASIROX	Included
ASTHMA	FASENRA	Included	IRON OVERLOAD	EXJADE	Included
ASTHMA	NUCALA	Included	IRON OVERLOAD	FERRIPROX	Included
CARDIOVASCULAR	NORTHERA	Included	IRON OVERLOAD	JADENU	Included
CARDIOVASCULAR	VYNDAMAX	Included	LIVER DISEASE	OCALIVA	Included
CARDIOVASCULAR	VYNDAQEL	Included	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Included
CNS AGENTS	AUSTEDO	Included	MOOD DISORDER DRUGS	SPRAVATO	Included
CNS AGENTS	FIRDAPSE	Included	MULTIPLE SCLEROSIS	AMPYRA	Included
CNS AGENTS	HETLIOZ	Included	MULTIPLE SCLEROSIS	AUBAGIO	Included

CNS AGENTS	INGREZZA	Included	MULTIPLE SCLEROSIS	AVONEX	Included
CNS AGENTS	RILUTEK	Included	MULTIPLE SCLEROSIS	BETASERON	Included
CNS AGENTS	RILUZOLE	Included	MULTIPLE SCLEROSIS	COPAXONE	Included
CNS AGENTS	RUZURGI	Included	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Included
CNS AGENTS	SABRIL	Included	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Included
CNS AGENTS	TETRABENAZINE	Included	MULTIPLE SCLEROSIS	EXTAVIA	Included
CNS AGENTS	TIGLUTIK	Included	MULTIPLE SCLEROSIS	GILENYA	Included
CNS AGENTS	VIGABATRIN	Included	MULTIPLE SCLEROSIS	GLATIRAMER	Included
CNS AGENTS	VIGADRONE	Included	MULTIPLE SCLEROSIS	GLATOPA	Included
CNS AGENTS	XENAZINE	Included	MULTIPLE SCLEROSIS	MAVENCLAD	Included
CNS AGENTS	XYREM	Included	MULTIPLE SCLEROSIS	MAYZENT	Included
CYSTIC FIBROSIS	BETHKIS	Included	MULTIPLE SCLEROSIS	PLEGRIDY	Included
CYSTIC FIBROSIS	CAYSTON	Included	MULTIPLE SCLEROSIS	REBIF	Included
CYSTIC FIBROSIS	KALYDECO	Included	MULTIPLE SCLEROSIS	REBIF REBIDOSE	Included
CYSTIC FIBROSIS	KITABIS PAK	Included	MULTIPLE SCLEROSIS	TECFIDERA	Included
CYSTIC FIBROSIS	ORKAMBI	Included	MULTIPLE SCLEROSIS	VUMERITY	Included
CYSTIC FIBROSIS	PULMOZYME	Included	NARCOLEPSY	WAKIX	Included
CYSTIC FIBROSIS	SYMDEKO	Included	NEUTROPENIA	FULPHILA	Included
CYSTIC FIBROSIS	TOBI	Included	NEUTROPENIA	GRANIX	Included
CYSTIC FIBROSIS	TOBI PODHALER	Included	NEUTROPENIA	LEUKINE	Included
CYSTIC FIBROSIS	TOBRAMYCIN	Included	NEUTROPENIA	NEULASTA	Included
CYSTIC FIBROSIS	TRIKAFTA	Included	NEUTROPENIA	NEUPOGEN	Included
ENDOCRINE	BUPHENYL	Included	NEUTROPENIA	NIVESTYM	Included
ENDOCRINE	CARBAGLU	Included	NEUTROPENIA	UDENYCA	Included
ENDOCRINE	CHENODAL	Included	NEUTROPENIA	ZARXIO	Included
ENDOCRINE	CLOVIQUE	Included	NEUTROPENIA	ZIEXTENZO	Included
ENDOCRINE	CUPRIMINE	Included	ONCOLOGY - INJECTABLE	ELIGARD	Included
ENDOCRINE	CYSTADANE	Included	ONCOLOGY - INJECTABLE	INTRON A	Included
ENDOCRINE	CYSTARAN	Included	ONCOLOGY - INJECTABLE	LEUPROLIDE	Included
ENDOCRINE	DEPEN TITRATABS	Included	ONCOLOGY - INJECTABLE	SYLATRON	Included
ENDOCRINE	D-PENAMINE	Included	ONCOLOGY - INJECTABLE	SYNRIBO	Included
ENDOCRINE	EGRIFTA	Included	ONCOLOGY - ORAL	ABIRATERONE	Included
ENDOCRINE	FIRMAGON	Included	ONCOLOGY - ORAL	AFINITOR	Included
ENDOCRINE	GATTEX	Included	ONCOLOGY - ORAL	AFINITOR DISPERZ	Included
ENDOCRINE	H.P. ACTHAR	Included	ONCOLOGY - ORAL	ALECENSA	Included
ENDOCRINE	ISTURISA	Included	ONCOLOGY - ORAL	ALKERAN	Included
ENDOCRINE	JYNARQUE	Included	ONCOLOGY - ORAL	ALUNBRIG	Included
ENDOCRINE	KEVEYIS	Included	ONCOLOGY - ORAL	AYVAKIT	Included
ENDOCRINE	KORLYM	Included	ONCOLOGY - ORAL	BALVERSA	Included
ENDOCRINE	KUVAN	Included	ONCOLOGY - ORAL	BEXAROTENE	Included
ENDOCRINE	MYALEPT	Included	ONCOLOGY - ORAL	BOSULIF	Included
ENDOCRINE	NATPARA	Included	ONCOLOGY - ORAL	BRAFTOVI	Included
ENDOCRINE	NITYR	Included	ONCOLOGY - ORAL	CABOMETYX	Included
ENDOCRINE	OCTREOTIDE ACETATE	Included	ONCOLOGY - ORAL	CALQUENCE	Included
ENDOCRINE	PENICILLAMINE	Included	ONCOLOGY - ORAL	CAPECITABINE	Included
ENDOCRINE	PROCYSBI	Included	ONCOLOGY - ORAL	CAPRELSA	Included
ENDOCRINE	RAVICTI	Included	ONCOLOGY - ORAL	COMETRIQ	Included
ENDOCRINE	SAMSCA	Included	ONCOLOGY - ORAL	COPIKTRA	Included
ENDOCRINE	SANDOSTATIN	Included	ONCOLOGY - ORAL	COTELLIC	Included

ENDOCRINE	SIGNIFOR	Included	ONCOLOGY - ORAL	DAURISMO	Included
ENDOCRINE	SODIUM PHENYLBUTYRATE	Included	ONCOLOGY - ORAL	ERIVEDGE	Included
ENDOCRINE	SOMATULINE DEPOT	Included	ONCOLOGY - ORAL	ERLEADA	Included
ENDOCRINE	SOMAVERT	Included	ONCOLOGY - ORAL	ERLOTINIB	Included
ENDOCRINE	SYPRINE	Included	ONCOLOGY - ORAL	ETOPOSIDE	Included
ENDOCRINE	THIOLA	Included	ONCOLOGY - ORAL	EVEROLIMUS	Included
ENDOCRINE	TOLVAPTAN	Included	ONCOLOGY - ORAL	FARYDAK	Included
ENDOCRINE	TRIENTINE	Included	ONCOLOGY - ORAL	GILOTRIF	Included
ENDOCRINE	XERMELO	Included	ONCOLOGY - ORAL	GLEEVEC	Included
ENDOCRINE	XURIDEN	Included	ONCOLOGY - ORAL	GLEOSTINE	Included
ENZYME DEFICIENCY	CHOLBAM	Included	ONCOLOGY - ORAL	HYCANTIN	Included
ENZYME DEFICIENCY	CYSTAGON	Included	ONCOLOGY - ORAL	IBRANCE	Included
ENZYME DEFICIENCY	GALAFOLD	Included	ONCOLOGY - ORAL	ICLUSIG	Included
ENZYME DEFICIENCY	MIGLUSTAT	Included	ONCOLOGY - ORAL	IDHIFA	Included
ENZYME DEFICIENCY	NITISINONE	Included	ONCOLOGY - ORAL	IMATINIB MESYLATE	Included
ENZYME DEFICIENCY	ORFADIN	Included	ONCOLOGY - ORAL	IMBRUVICA	Included
ENZYME DEFICIENCY	PALYNZIQ	Included	ONCOLOGY - ORAL	INLYTA	Included
ENZYME DEFICIENCY	STRENSIQ	Included	ONCOLOGY - ORAL	INREBIC	Included
ENZYME DEFICIENCY	SUCRAID	Included	ONCOLOGY - ORAL	IRESSA	Included
ENZYME DEFICIENCY	TEGSEDI	Included	ONCOLOGY - ORAL	JAKAFI	Included
ENZYME DEFICIENCY	ZAVESCA	Included	ONCOLOGY - ORAL	KISQALI	Included
GAUCHERS DISEASE	CERDELGA	Included	ONCOLOGY - ORAL	KISQALI FEMARA	Included
GROWTH HORMONE DEFICIENCY	GENOTROPIN	Included	ONCOLOGY - ORAL	LENVIMA	Included
GROWTH HORMONE DEFICIENCY	HUMATROPE	Included	ONCOLOGY - ORAL	LONSURF	Included
GROWTH HORMONE DEFICIENCY	INCRELEX	Included	ONCOLOGY - ORAL	LORBRENA	Included
GROWTH HORMONE DEFICIENCY	NORDITROPIN	Included	ONCOLOGY - ORAL	LYNPARZA	Included
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	Included	ONCOLOGY - ORAL	MATULANE	Included
GROWTH HORMONE DEFICIENCY	OMNITROPE	Included	ONCOLOGY - ORAL	MEKINIST	Included
GROWTH HORMONE DEFICIENCY	SAIZEN	Included	ONCOLOGY - ORAL	MEKTOVI	Included
GROWTH HORMONE DEFICIENCY	SEROSTIM	Included	ONCOLOGY - ORAL	MELPHALAN	Included
GROWTH HORMONE DEFICIENCY	ZOMACTON	Included	ONCOLOGY - ORAL	MESNEX	Included
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Included	ONCOLOGY - ORAL	NERLYNX	Included
HEMATOLOGIC	BERINERT	Included	ONCOLOGY - ORAL	NEXAVAR	Included
HEMATOLOGIC	CABLIVI	Included	ONCOLOGY - ORAL	NILANDRON	Included
HEMATOLOGIC	CINRYZE	Included	ONCOLOGY - ORAL	NILUTAMIDE	Included
HEMATOLOGIC	DOPTELET	Included	ONCOLOGY - ORAL	NINLARO	Included
HEMATOLOGIC	FIRAZYR	Included	ONCOLOGY - ORAL	NUBEQA	Included
HEMATOLOGIC	HAEGARDA	Included	ONCOLOGY - ORAL	ODOMZO	Included
HEMATOLOGIC	ICATIBANT	Included	ONCOLOGY - ORAL	PEMAZYRE	Included
HEMATOLOGIC	MOZOBIL	Included	ONCOLOGY - ORAL	PIQRAY	Included
HEMATOLOGIC	MULPLETA	Included	ONCOLOGY - ORAL	POMALYST	Included
HEMATOLOGIC	OXBRYTA	Included	ONCOLOGY - ORAL	PURIXAN	Included
HEMATOLOGIC	PROMACTA	Included	ONCOLOGY - ORAL	REVLIMID	Included
HEMATOLOGIC	RUCONEST	Included	ONCOLOGY - ORAL	ROZLYTREK	Included

HEMATOLOGIC	TAKHZYRO	Included	ONCOLOGY - ORAL	RUBRACA	Included
HEMATOLOGIC	TAVALISSE	Included	ONCOLOGY - ORAL	RYDAPT	Included
HEMOPHILIA - INFUSED	ADVATE	Included	ONCOLOGY - ORAL	SPRYCEL	Included
HEMOPHILIA - INFUSED	ADYNOVATE	Included	ONCOLOGY - ORAL	STIVARGA	Included
HEMOPHILIA - INFUSED	AFSTYLA	Included	ONCOLOGY - ORAL	SUTENT	Included
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	Included	ONCOLOGY - ORAL	TABLOID	Included
HEMOPHILIA - INFUSED	ALPHANINE SD	Included	ONCOLOGY - ORAL	TAFINLAR	Included
HEMOPHILIA - INFUSED	ALPROLIX	Included	ONCOLOGY - ORAL	TAGRISSE	Included
HEMOPHILIA - INFUSED	BENEFIX	Included	ONCOLOGY - ORAL	TALZENNA	Included
HEMOPHILIA - INFUSED	COAGADEX	Included	ONCOLOGY - ORAL	TARCEVA	Included
HEMOPHILIA - INFUSED	CORIFACT	Included	ONCOLOGY - ORAL	TARGRETIN	Included
HEMOPHILIA - INFUSED	ELOCTATE	Included	ONCOLOGY - ORAL	TASIGNA	Included
HEMOPHILIA - INFUSED	FEIBA	Included	ONCOLOGY - ORAL	TEMODAR	Included
HEMOPHILIA - INFUSED	HEMOFIL M	Included	ONCOLOGY - ORAL	TEMOZOLOMIDE	Included
HEMOPHILIA - INFUSED	HUMATE-P	Included	ONCOLOGY - ORAL	THALOMID	Included
HEMOPHILIA - INFUSED	IDELVION	Included	ONCOLOGY - ORAL	TIBSOVO	Included
HEMOPHILIA - INFUSED	IXINITY	Included	ONCOLOGY - ORAL	TRETINOIN	Included
HEMOPHILIA - INFUSED	JIVI	Included	ONCOLOGY - ORAL	TUKYSA	Included
HEMOPHILIA - INFUSED	KOATE	Included	ONCOLOGY - ORAL	TURALIO	Included
HEMOPHILIA - INFUSED	KOATE-DVI	Included	ONCOLOGY - ORAL	TYKERB	Included
HEMOPHILIA - INFUSED	KOGENATE FS	Included	ONCOLOGY - ORAL	VENCLEXTA	Included
HEMOPHILIA - INFUSED	KOVALTRY	Included	ONCOLOGY - ORAL	VERZENIO	Included
HEMOPHILIA - INFUSED	MONONINE	Included	ONCOLOGY - ORAL	VITRAKVI	Included
HEMOPHILIA - INFUSED	NOVOEIGHT	Included	ONCOLOGY - ORAL	VIZIMPRO	Included
HEMOPHILIA - INFUSED	NOVOSEVEN RT	Included	ONCOLOGY - ORAL	VOTRIENT	Included
HEMOPHILIA - INFUSED	NUWIQ	Included	ONCOLOGY - ORAL	XALKORI	Included
HEMOPHILIA - INFUSED	PROFILNINE	Included	ONCOLOGY - ORAL	XELODA	Included
HEMOPHILIA - INFUSED	REBINYN	Included	ONCOLOGY - ORAL	XOSPATA	Included
HEMOPHILIA - INFUSED	RECOMBINATE	Included	ONCOLOGY - ORAL	XPOVIO	Included
HEMOPHILIA - INFUSED	RIXUBIS	Included	ONCOLOGY - ORAL	XTANDI	Included
HEMOPHILIA - INFUSED	TRETEN	Included	ONCOLOGY - ORAL	YONSA	Included
HEMOPHILIA - INFUSED	VONVENDI	Included	ONCOLOGY - ORAL	ZEJULA	Included
HEMOPHILIA - INFUSED	WILATE	Included	ONCOLOGY - ORAL	ZELBORAF	Included
HEMOPHILIA - INFUSED	XYNTHA	Included	ONCOLOGY - ORAL	ZOLINZA	Included

HEMOPHILIA - INJECTABLE	HEMLIBRA	Included	ONCOLOGY - ORAL	ZYDELIG	Included
HEPATITIS B	ADEFOVIR DIPIVOXIL	Included	ONCOLOGY - ORAL	ZYKADIA	Included
HEPATITIS B	BARACLUDE	Included	ONCOLOGY - ORAL	ZYTIGA	Included
HEPATITIS B	ENTECAVIR	Included	ONCOLOGY - TOPICAL	TARGRETIN	Included
HEPATITIS B	EPIVIR HBV	Included	ONCOLOGY - TOPICAL	VALCHLOR	Included
HEPATITIS B	HEPSERA	Included	OPHTHALMIC	OXERVATE	Included
HEPATITIS B	LAMIVUDINE HBV	Included	OSTEOPOROSIS	FORTEO	Included
HEPATITIS B	VEMLIDY	Included	OSTEOPOROSIS	TYMLOS	Included
HEPATITIS C	EPCLUSA	Included	PARKINSONS DISEASE	APOKYN	Included
HEPATITIS C	HARVONI	Included	PARKINSONS DISEASE	INBRIJA	Included
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	Included	PULMONARY DISEASE	ESBRIET	Included
HEPATITIS C	MAVYRET	Included	PULMONARY DISEASE	OFEV	Included
HEPATITIS C	PEGASYS	Included	PULMONARY HYPERTENSION	ADCIRCA	Included
HEPATITIS C	PEGINTRON	Included	PULMONARY HYPERTENSION	ADEMPAS	Included
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	Included	PULMONARY HYPERTENSION	ALYQ	Included
HEPATITIS C	SOVALDI	Included	PULMONARY HYPERTENSION	AMBRISENTAN	Included
HEPATITIS C	VIEKIRA PAK	Included	PULMONARY HYPERTENSION	BOSENTAN	Included
HEPATITIS C	VOSEVI	Included	PULMONARY HYPERTENSION	LETAIRIS	Included
HEPATITIS C	ZEPATIER	Included	PULMONARY HYPERTENSION	OPSUMIT	Included
IMMUNE MODULATOR	ACTIMMUNE	Included	PULMONARY HYPERTENSION	ORENITRAM	Included
IMMUNE MODULATOR	ARCALYST	Included	PULMONARY HYPERTENSION	REVATIO	Included
INFERTILITY	CETROTIDE	Included	PULMONARY HYPERTENSION	SILDENAFIL	Included
INFERTILITY	CHORIONIC GONADOTROPIN	Included	PULMONARY HYPERTENSION	TADALAFIL	Included
INFERTILITY	FOLLISTIM AQ	Included	PULMONARY HYPERTENSION	TRACLEER	Included
INFERTILITY	GANIRELIX ACETATE	Included	PULMONARY HYPERTENSION	TYVASO	Included
INFERTILITY	GONAL-F	Included	PULMONARY HYPERTENSION	UPTRAVI	Included
INFERTILITY	GONAL-F RFF	Included	PULMONARY HYPERTENSION	VENTAVIS*	Included
INFERTILITY	MENOPUR	Included	TRANSPLANT	ASTAGRAF XL	Included
INFERTILITY	NOVAREL	Included	TRANSPLANT	CELLCEPT	Included
INFERTILITY	OVIDREL	Included	TRANSPLANT	CYCLOSPORINE	Included
INFERTILITY	PREGNYL	Included	TRANSPLANT	CYCLOSPORINE MODIFIED	Included
INFLAMMATORY CONDITIONS	ACTEMRA	Included	TRANSPLANT	ENVARUSUS XR	Included
INFLAMMATORY CONDITIONS	CIMZIA	Included	TRANSPLANT	EVEROLIMUS	Included
INFLAMMATORY CONDITIONS	COSENTYX	Included	TRANSPLANT	GENGRAF	Included
INFLAMMATORY CONDITIONS	DUPIXENT	Included	TRANSPLANT	MYCOPHENOLATE MOFETIL	Included
INFLAMMATORY CONDITIONS	EMFLAZA	Included	TRANSPLANT	MYCOPHENOLIC ACID DR	Included
INFLAMMATORY CONDITIONS	ENBREL	Included	TRANSPLANT	MYFORTIC	Included
INFLAMMATORY CONDITIONS	HUMIRA	Included	TRANSPLANT	NEORAL	Included
INFLAMMATORY CONDITIONS	ILUMYA	Included	TRANSPLANT	PROGRAF	Included
INFLAMMATORY CONDITIONS	KEVZARA	Included	TRANSPLANT	RAPAMUNE	Included
INFLAMMATORY CONDITIONS	KINERET	Included	TRANSPLANT	SANDIMMUNE	Included
INFLAMMATORY CONDITIONS	OLUMIANT	Included	TRANSPLANT	SIROLIMUS	Included

INFLAMMATORY CONDITIONS	ORENCIA	Included	TRANSPLANT	TACROLIMUS	Included
INFLAMMATORY CONDITIONS	OTEZLA	Included	TRANSPLANT	ZORTRESS	Included
INFLAMMATORY CONDITIONS	RIDAURA	Included			

*Includes Nebulizer
9/2020

Generic equivalents may be dispensed in lieu of brands.

UnitedHealthcare
Net Cost Guarantee
*- Illustrative**

Effective for Policy Year
 Beginning: January 1, 2022

UHC ASO Billable Admin Fee	\$50.79	\$550,000	Annual ASO Base Fees
Percent of Fees @ Risk	40%	\$220,000	Annual Fees @ Risk
Fees @ Risk	\$20.32	903	Number of Employees
Target Claim Factor	\$896.95		

Claim PEPM				Amount at Risk	
5 downside	Less than	\$786.25		\$88,000	Customer Pays UHC
	\$786.25	up to	\$806.40	\$70,400	
	\$806.41	up to	\$827.07	\$52,800	
	\$827.08	up to	\$848.28	\$35,200	
	\$848.29	up to	\$870.03	\$17,600	
Risk Free Corridor>>>				\$0	UHC pays the customer
	\$923.87	up to	\$957.12	\$44,000	
	\$957.13	up to	\$991.58	\$88,000	
	\$991.59	up to	\$1,027.27	\$132,000	
	\$1,027.28	up to	\$1,064.25	\$176,000	
	\$1,064.26	up to	\$1,099.83	\$220,000	

Assumptions and Caveats:

- 1 Guarantee is effective for the quoted plan year only.
- 2 Illustration assumes the following services/programs will be included in the employee benefit plan:
Experience: Real Appeal,

PHS 3.0 High - Texas

Dental and Vision integration

PHS 3.0 High - Texas

- 3 The number of covered employees assumed in this proposal is listed below by plan offering:

<u>Quoted Choice and Choice Plus Plans</u>	<u>Assumed Monthly Covered Enrollees</u>	<u>Claim Target Factors PSPM</u>
Choice POS	433	\$904.10
Seton EPO OA	470	\$890.37
Nexus POS	0	\$831.59
Seton EPO Gated	0	\$850.30
COMPOSITE	903	\$896.95

This guarantee only applies to employees enrolled in Choice and Choice + products.

- 4 Reconciliation will be based actual covered lives by plan during the plan year and the claim target factors by plan listed above.
- 5 Reconciliation will be based actual claims INCURRED from January 1, 2022 to December 31, 2022 and PAID from January 1, 2022 to March 31, 2023
- 6 Reconciliation will be performed within 180 days but no earlier than 120 days after the close of the plan year.
- 7 Actual claims include all Medical claims and Pharmacy claims if applicable, except for the following:
Benefits for services incurred prior to the effective date of the policy.
Losses in excess of \$200,000 per covered individual.
Losses in excess of usual and customary for out of network claims.
Losses associated with benefits not covered by the underlying employee benefit plan, but paid by the employee benefit plan.

- 8 Maximum guarantee payout is \$220,000.
- 9 Assumes UnitedHealthcare is the only carrier offered.
- 10 United Healthcare reserves the right to adjust the projected target claim factor or rescind this guarantee under any of the following circumstances:
 - Enrollment in total or by plan varies +/- 10% or more from the assumptions listed in this proposal.
 - An award is not made within 90 days of the issuance of this proposal.
 - Changes in federal, state or other applicable legislation or regulation require changes to this proposal
 - Changes to any of the included services/programs listed in item 2 above.
 - Any changes made to the plan of benefits offered covered by this guarantee.
 - In the event of a pandemic, UHC reserves the right to revisit or revoke this guarantee.
 - UHC will work with the customer to adjust for any claims utilization impact of COVID-19 in the 2020/2021 baseline period and the guarantee period.
 - The intent is to stay true to our Net Cost Guarantee (NCG) commitment but normalize (+/-) for unforeseen impacts of the pandemic, including not just direct COVID-19-related costs but also the potential material reduction in care during the pandemic – and subsequent pent-up demand after the pandemic – for non-emergent/elective services, in an actuarial based fair manner for both parties. We will itemize and reconcile these claim costs accordingly in the Net Cost Guarantee.
- 11 Guarantee is provided in lieu of any Network Discount Guarantees previously quoted.
- 12 *Guarantee is illustrative at this time. Updated experience through 6/30/21 will be required for a firm claim target.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its affiliates (“Business Associate”) and City of Round Rock (“Covered Entity”) and is effective on January 1, 2022.

The parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “PHI” means Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to the performance of the Services.
- 1.4 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.5 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law, except that to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure, of PHI that apply to Business Associate with respect to that PHI.

- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.
- 2.10 comply with the applicable requirements of 42 CFR Part 2 to the extent Covered Entity, a Part 2 program or another lawful holder provides Part 2 Records to Business Associate in accordance with 42 CFR § 2.32 or Subpart D.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures, permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule, which de-identified information does not constitute PHI, is not subject to this BAA and may be used and disclosed on Business Associate's own behalf.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.

- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. **TERMINATION**

- 5.1 **Termination.** If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA, then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.
- 5.2 **Effect of Termination or Expiration.** After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of the Covered Entity, if feasible to do so, including such PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 5.3 **Cooperation.** Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

6. **MISCELLANEOUS**

- 6.1 **Construction of Terms.** The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 **Survival.** Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 6.3 **No Third Party Beneficiaries.** Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.