

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United") and Suwannee County School Board ("Customer") is effective as of May 1, 2023 ("Effective Date"). This Agreement governs the claims administration and related administrative services United is providing to Customer, either directly or through one of United's affiliates (the "Services"). United and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer has established an employee health benefit plan for Participants,

WHEREAS, pursuant to the Plan, Customer desires to make available to its Participants one or more Services offered by United, as specified in this Agreement and in the Exhibits attached hereto, and

WHEREAS, United desires to provide the specified Services to Customer.

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the Parties hereby enter into this Agreement, which sets forth the terms and conditions under which United agrees to render the Services, and under which Customer hereby agrees to receive and compensate United for such Services.

## **Terms and Conditions**

### **Section 1 Definitions**

The following terms 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.

**ERISA:** Employee Retirement Income Security Act of 1974, as amended from time to time.

**Fee:** Any fee or other compensation Customer pays to United for Services provided under this Agreement.

**Law:** Any applicable federal, state or local statute, law, rule, regulation, code, or ordinance of a governmental entity that regulates a Party's activities or operations.

**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.

**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:** 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 or dependent of Employee 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 for which United is providing Services, as described in the Summary Plan Description.

**Plan Administrator:** The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator, as defined by ERISA or other applicable Law, who is generally responsible for the Plan's operation.

**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:** The systems United owns and 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.

## Section 2 Exhibits

Each Exhibit attached hereto, whether on the Effective Date or after, is hereby incorporated into this Agreement. The Terms and Conditions of this Agreement apply to all Exhibits attached hereto except to the extent specifically noted otherwise.

## Section 3 Term of this Agreement

This Agreement is effective for a period of 12 months commencing on the Effective Date (the "Initial Term"). This Agreement will automatically renew for additional 12 month periods (each, a "Renewal Term") until this Agreement is terminated pursuant to the terms herein.

## Section 4 Fees

**Section 4.1 Payment of Fees.** Customer shall pay United all Fees set forth in each active Exhibit hereto.

**Section 4.2 Additional Services and Fees.** Customer may request that United provide Services in addition to those set forth in this Agreement and if United agrees to provide such Services, an additional Fee may be charged.

**Section 4.3 Reasonableness of Fees.** Customer hereby acknowledges that the Fees paid for Services provided under this Agreement are reasonable.

## Section 5 United Service Responsibilities

United shall provide Services to Customer set forth in each active Exhibit attached hereto including but not limited to the Parties' obligations with respect to privacy of information under this Agreement set forth in Exhibit B - Business Associate Agreement and United's obligations with respect to security of information under this Agreement set forth in Exhibit C - Security.

**Section 6 Customer Responsibilities**

**Section 6.1 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 any responsibilities or duties beyond the claim administration duties set forth herein. Customer is responsible for the Plan, including its benefit design, the legal sufficiency and distribution of Plan documents, and compliance with any laws that apply to Customer or the Plan, whether Customer is the Plan Administrator or Customer designates another party as the Plan Administrator. The Customer agrees that the Plan has the authority to pay from Plan assets all Fees due under this Agreement.

**Section 6.2 Plan Consistent with this Agreement.** Customer agrees that Plan documents, including the Summary Plan Description and/or the summary of Plan benefits and exclusions are consistent with this Agreement. Before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer shall provide United with such communications which refer to United or its Services. Customer shall 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 United is providing.

**Section 6.3 Plan Changes.** Customer shall provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time 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 shall notify Customer if United will not implement or administer the change. Upon such notification (a) United shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon 90 days written notice.

**Section 6.4 Information Customer Provides to United.** Customer shall provide United in a timely manner all information that United requires to provide Services under this Agreement. United may rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

Customer shall, in an accurate and timely manner, provide United with eligibility information as to which Employees and their dependents are Participants. Customer shall notify United of any change to this information as soon as reasonably possible.

United may 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. In the event of an eligibility issue United will not be required to process or reprocess claims, but if United agrees to do so additional Fees may apply.

**Section 6.5 Notices to Participants.** Customer shall give Participants the information and documents they need to obtain benefits under the Plan before coverage begins. In the event this Agreement is terminated, Customer shall notify all Participants that the Services United is providing under this Agreement are discontinued.

**Section 6.6 Affiliated Employers.** Customer agrees that together Customer and any of its affiliates covered under the Plan make up a single “controlled group” as defined by ERISA (if applicable) and/or the United States Internal Revenue Code of 1986. Customer agrees to provide United (a) notice anytime it acquires, divests, or merges with another entity, and (b) with a list of Customer affiliates covered under the Plan upon request.

**Section 6.7 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 6.8 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 on United in its capacity as the claims administrator of the Plan, whether or not remitted by United, including the funding, remittance, and determination of amounts due under The Patient Protection and Affordable Care Act of 2010.

**Section 7 Records and Information**

**Section 7.1 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 7.2 Use of Confidential Information.** Neither Party will 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 Law, (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 Law.

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 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 8 Indemnification**

**Section 8.1 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 8.2 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 or other Plan expenses and fees.

### **Section 9 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 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 in Suwannee County, Florida. 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 9 will be interpreted to limit, waive, or nullify any other rights under this Agreement.

### **Section 10 Termination**

**Section 10.1 End of Services.** United's provision of Services under this Agreement ends on the date this Agreement terminates, regardless of the date that claims are incurred. Notwithstanding the foregoing, United shall provide the run-out Services set forth in an active Exhibit attached hereto after the termination of the Agreement. The Parties agree that these Terms and Condition will continue to apply to the run-out Services.

**Section 10.2 Termination Events.** This Agreement will terminate under the following circumstances:

- (1) The Plan terminates,
- (2) Both Parties agree in writing to terminate this Agreement,
- (3) After the Initial Term, either Party gives the other Party at least 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 because Customer failed 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 30 days after being notified in writing by the other Party,
- (7) United gives Customer notice of termination in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, or
- (8) As otherwise specified in this Agreement.

**Section 10.3 Survivability.** Sections 7, 8, 9, 10.3, 11.3, 11.8, 11.10, 11.11, 11.13 and 11.14 will survive the termination of this Agreement and any provision of an Exhibit which by its nature would continue beyond the termination of this Agreement will also survive.

### **Section 11 Miscellaneous**

**Section 11.1 Subcontractors.** United may 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 11.2 Assignment.** Except as provided in this paragraph, neither Party may assign this Agreement or any rights or obligations under this Agreement to anyone without the other Party's written consent. Any purported assignments in violation of this Section 11.2 will be void. Notwithstanding the foregoing, United may assign this Agreement to United's affiliates, or a purchaser of all or substantially all of United's assets, and United will provide notice to Customer of the assignment.

**Section 11.3 Governing Law.** This Agreement is governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws, rules, or principles thereof.

**Section 11.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement replaces and supersedes any prior written or oral agreements between the Parties relating to the subject matter hereof.

**Section 11.5 Amendment.** Except as may otherwise be specified in this Agreement, this Agreement may be amended only by both Parties agreeing to the amendment in writing. Notwithstanding the foregoing, this Agreement is

automatically amended upon United's memorialization of the Parties revision of the financial terms under this Agreement.

**Section 11.6 No Waiver.** A failure of either Party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of such provision of this Agreement.

**Section 11.7 Notices.** Any notices, demands, or other communications required under this Agreement will be in writing and shall 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 11.8 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 for United to carry out its obligations under this Agreement.

**Section 11.9 Compliance with Laws and Regulations.** The Parties agree to comply with all applicable federal, state, and other laws and regulations in its performance under this Agreement.

**Section 11.10 No Third-Party Beneficiaries.** Nothing in this Agreement confers upon any person other than the Parties and their respective permitted successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 11.11 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. The Parties intend 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 Law.

In the event 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 Services specified in this Agreement, the Party may immediately discontinue this Agreement's application in such state or jurisdiction. This Agreement will continue to apply in all other states or jurisdictions.

**Section 11.12 Interpretation.** The Parties acknowledge that they have read this Agreement, have had the opportunity to review it with legal counsel, and have agreed to all its terms. The Parties therefore agree that in the event of any ambiguity in any of the terms or conditions of this Agreement, including any exhibits hereto and whether or not placed on record, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

**Section 11.13 Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts (including any form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties may rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement (including by means of an electronic signature), and such facsimile or similar executed electronic copy will be legally effective to create a valid and binding agreement between the Parties.

**Section 11.14 Waiver of Jury Trial.** The Parties hereby irrevocably waive, to the fullest extent permitted by Law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

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

**Suwannee County School Board**  
1740 Ohio Avenue S  
Live Oak, FL 32064

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

By:   
Authorized Signature

By:   
Authorized Signature

Print Name: Jerry Taylor

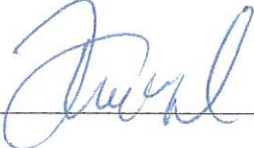
Print Name: Dale Ibitz

Print Title: Board Chairman

Print Title: Associate Director

Date: SEP 12 2023

Date: October 13, 2023

By:   
Authorized Signature

Print Name: Ted L. Roush

Print Title: Superintendent of Schools

Date: SEP 12 2023

UHC ASA 1Q 2023  
Agreement No. 00082946.0

  
"Approved as to Form and Sufficiency  
BY Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"

## **Exhibit A – Medical Benefit Administration Services**

### **UnitedHealthcare**

The following are the Services United has agreed to provide to Customer. The Services described in this Exhibit will be made available to Customer and where applicable to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

#### **Section 1 Network**

**Network Access, Management and Administration.** United will provide access to Networks and Network Providers, as well as related Services including physician (and other health care professional) relations, clinical profiling, contracting, and credentialing, 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.

Some Network Providers are affiliated with United, however they are not United's agents or partners. 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.

**Out of Network Programs.** United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customer's elected out of network programs are identified in Exhibit D – Fees. Programs are subject to change or termination at United's discretion.

**Value Based Contracting Program.** United's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned by meeting standards relating to utilization, quality of care, efficiency measures (including better contract rates), compliance with United's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due 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 reports describing the payment amounts 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 agrees that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

#### **Section 2 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 D - 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 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 2.

**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 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 2.

**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 2. That Fee is set forth in Exhibit D-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 reckless misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

### **Section 3 Fees**

**Fees.** Customer will pay United the Fees specified in Exhibit D – Fees, in addition to any other Fees set forth in this Agreement. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees may be paid through a withdrawal from the Bank Account.

**Changes in Fees.** United may change the Fees on the latter of the expiration of:

- (1) a Renewal Term, or
- (2) any applicable multi-year fee term as set forth in Exhibit D - Fees.

United will provide Customer with 30 days prior written notice of the revised Fees for each Renewal Term, and such Fees will be effective the first day of such Renewal Term. United will provide Customer with a new Exhibit D – Fees that will replace the existing Exhibit D – Fees.

United may also change the Fees:

- (1) any time there are changes made to this Agreement or the Plan which affect the Fees,
- (2) any time there are changes in Law which affect the Services United is providing, or will be required to provide, under this Agreement,
- (3) if the number of Employees covered by the Plan or any Plan option changes (i) by 10% or more, or (ii) the enrollment band, or
- (4) if the total number of enrolled Participants divided by the total number of enrolled Employees ("Average Contract Size"), varies by 10% or more from the assumed average contract size.

Any new Fee will be effective as of the date the change is applicable, even if that date is retroactive.

If Customer does not agree to any change in Fees, Customer may terminate this Agreement 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.

**Due Dates, Payments, and Penalties.** United will provide Customer with an on-line invoice in advance of the first of each month. The due date for payment of the invoiced amounts is on the first day of the next calendar month ("Due Date"). Invoices are generated using monthly enrollment provided by Customer. If Customer has elected to self-bill, monthly enrollment shall be measured based off the sold proration method for the month to which the Fee applies (e.g., 1st day of the month, mid-month).

**Late Payment.** If amounts owed are not paid within 15 days after their Due Date ("Grace Period"), Customer will pay United interest on these amounts at the interest rate set forth in Exhibit D – Fees ("Interest Rate"). Customer shall

reimburse United for any costs that United incurs to collect these amounts. The Grace Period is based on United's assessment of Customer's financial condition. If United reasonably determines that Customer's financial condition has deteriorated, or Customer fails to comply with the funding and financial obligations specified in this Agreement, United may: (a) remove the Grace Period upon notice to Customer, and (b) either charge interest on payments not received after the Due Date or terminate the Agreement if payments are not received by the Due Date.

**Fee Disputes.** If Customer disputes any Fee due United, Customer will promptly notify United. Customer agrees to meet with United in good faith to resolve any Fee discrepancies. No interest will be assessed to the extent United's bill was incorrect. Customer will pay the undisputed part of the Fee by the applicable Due Date.

**Reconciliation.** For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. Following each Renewal Term reconciliation:

- (1) If United owes Customer money, Customer's next Fee invoice will be credited, or
- (2) If Customer owes United money, United will invoice Customer for the amount due. Customer will pay United within 30 days of the Due Date. For payments made after this 30 day period, Customer will pay United interest on these amounts at the Interest Rate.

Upon termination of the Agreement, United will perform a final reconciliation. Following the final reconciliation:

- (1) If United owes Customer money, United will pay Customer the amount owed within 30 days, or
- (2) If Customer owes United money, Customer will pay United within 30 days. For payments Customer makes after 30 days of receiving notice of the amounts that Customer owes, United will charge interest at the Interest Rate.

#### **Section 4 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.** United, on Customer's behalf, will open and maintain a Bank Account to provide United access to Customer's funds for payment of:

- (1) Plan benefits,
- (2) Plan expenses (e.g., state surcharges and assessments),
- (3) other Customer financial obligations; and
- (4) Fees authorized by Customer.

Customer's funds in the Bank Account will not be comingled with any other customer funds.

**Balance In Account.** Customer will maintain a Bank Account balance to cover expected Bank Account activity (the "Account Balance"). United will establish the Account Balance based on expected Plan payment obligations, with adjustments for anticipated non-daily activity (e.g., prescription drug benefits and Fee payments). United will notify Customer if and when the Account Balance requires revision.

The Account Balance is based on Customer's financial condition as assessed by United. In the event United reasonably determines that Customer's financial condition has deteriorated, or Customer fails to comply with the funding and financial obligations specified in this Agreement, United may revise the Account Balance effective 5 business days from the date of notice to Customer.

**Issuing and Providing Funds.** Checks and/or non-draft payments will be written on and/or issued from a United general check-writing account maintained at the Bank for United's self-funded customers.

United will issue Bank Account funding process documentation to Customer. Upon agreement by the parties on process and Customer signature of the documents, United will implement the agreed to Bank Account funding process.

If United reasonably determines that Customer's financial condition has deteriorated or Customer fails to comply with the funding and financial obligations specified in this Agreement, United may revise the Bank Account funding process effective 5 business days from the date of notice to Customer.

At Customer's expense, United will:

- (1) automatically stop payment on all checks that have not been cashed within twelve months of issuance, and
- (2) provide Customer with reports for the purposes of performing escheat. Customer is solely responsible for making unclaimed payee payments directly.

**Underfunding.** If Customer does not maintain the required Account Balance:

- (1) Customer must immediately correct the funding deficiency and provide prompt notice to United,
- (2) United may place stop payments on checks, 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, and
- (3) If Customer does not correct the funding deficiency within 3 business days, 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 Interest Rate.

**Termination.** When this Agreement terminates, the Bank Account funding method will remain in place for the length of the run-out period. Following the run-out period, the required Account Balance may be adjusted through mutual agreement of the parties to cover Customer's remaining funding obligations. The Bank Account will be closed and any remaining funds after stop payments have been issued on all uncashed checks will be returned to Customer. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

#### **Section 5 Medical Benefit Drug Rebate Allocation and Payment**

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. 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. Compensation under this program is as set forth in Exhibit D-Fees. United will retain interest earned during the Medical Benefit Drug Rebate processing timeframe.

Medical Benefit Drug Rebates are not entitled to be paid until they are received by United. 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.

#### **Section 6 Claim Determinations and Appeals**

**Initial Benefit Determinations and First Level Appeals.** Customer appoints United a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment and (ii) performing the fair and impartial review of first level internal appeals. As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to United under the Plan. If United denies a Plan benefit claim, in whole or in part, United shall notify the claimant of the adverse benefit determination and the claimant will have the appeal rights set forth in the Summary Plan Description, and those which are required under Law.

**Second Level Appeals.** The Party appointed as the named fiduciary under the Plan with respect to performing the fair and impartial review of second level internal appeals (as set forth in Exhibit D – Fees), shall make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable Law. That Party shall notify the claimant of the outcome of the final internal appeal. That party's determination will be final and binding on the claimant and all other interested parties, except as to a claimant's right to an appeal under the external review program.

**External Review Program.** In order for Customer to meet its regulatory obligations with respect to claim appeals or other applicable external review regulations, Customer shall provide an external review program to claimants. Customer may utilize United's external review program. In such case, the following will apply:

- (1) A Fee will apply beyond a limited number of free reviews based upon Customer's total enrollment as set forth in Exhibit D – Fees,
- (2) Customer acknowledges that the independent review organizations are not United subcontractors, and
- (3) United is not responsible for the decisions of the independent review organizations,

### **Section 7 System Access**

**Access.** United hereby grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within Systems (e.g., reporting, member-facing websites, customer portals). Customer must obtain and maintain, at no expense to United, the hardware, software, and Internet browser United requires of customers to access Systems. Customer shall not:

- (1) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United for purposes other than as expressly permitted under this Agreement, or
- (2) share, transfer or lease Customer's right to access and use Systems, to any other person or entity, provided, however, Customer may designate a third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party complies with the terms and conditions of such Systems access and Customer assumes joint responsibility for such access.

**Security Procedures.** Customer shall:

- (1) use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United,
- (2) 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,
- (3) maintain appropriate logs and monitoring of system activity, and
- (4) 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 or unauthorized disclosure of passwords and user IDs provided by United.

**Termination.** United may terminate Customer's System access and deactivate Customer's identification numbers, passwords upon:

- (1) Customer's breach of this Section 7, or
- (2) the latter of the termination of this Agreement or expiration of the run-out period.

### **Section 8 Medical 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 8); 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 audit where the claim review portion and remote system access is not completed within 5 business days or for approved sample sizes exceeding the Scope specified above. Customer will be charged a reasonable Fee for samples or audit days that exceed the agreed audit parameters. 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 9 Schedule of Services**

<b>Account Management</b>
<b>Implementation and maintenance of account and Plans.</b>
<b>Designated account management team.</b>
<b>Enrollment meetings and support.</b>
<b>Standard initial enrollment kit including bulk mailing.</b>
<b>Standard ID Card production and issuance.</b>
<b>Electronic eligibility and enrollment processing.</b>
<b>Management and review of benefits and data.</b>
<b>Electronic billing, presentment, and payment.</b>
<b>Online administration Services accessed through United's Customer web site</b> including online eligibility maintenance, claim status inquiry and online reporting. Customer is provided a designated number of IDs to the web site. United reserves the right, from time to time, to change the content, format and/or type of United's reports.
<b>Interface with third party stop loss vendor</b> , as requested by Customer. United will provide its standard claim financial reports to support Customer's filing of Individual Stop Loss (ISL) claims. It is Customer's responsibility to detect claims that may be covered by a third party stop loss carrier policy purchased by Customer.
<b>Nonstandard or ad hoc reports</b> , subject to an additional Fee.
<b>Summary Plan Description ("SPD") Assistance.</b> Upon request, 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. If Customer drafts its own SPD, Customer shall provide United with a copy for United's review in a timely manner to ensure consistency with United's administration of the Plan under this Agreement. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English. Printing of SPDs is available at an additional cost.
If the SPD is not finalized sufficiently in advance of the Effective Date of United's Services, United will (i) utilize the summary of Plan benefits and exclusions document 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 and exclusions document that Customer has reviewed and approved. United will administer claims and otherwise provide United's Services in accordance with the above until a final SPD is provided to United.
<b>Summary of Benefits and Coverage ("SBC")</b> provided electronically in United's standard format for medical Plans administered by United. Initial SBC and 1 amendment per year provided.



Underwriting and Financial Services	
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.	
Claims Administration Services	
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. Customer delegates to United the discretion and authority to use United's claim procedures and standards for Plan benefit claim determination.	
Standard claims processing, including re-pricing and payment of claims, auto and manual adjudication using proprietary software, and pending and subsequent claim review.	
Claim determinations and appeals Services.	
Claim history load from one prior carrier using United's standard process.	
Medical claim review and utilization management of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.	
Standard coordination of benefits for all applicable claims.	
Production and distribution of monthly health statements.	
Plan benefits litigation support. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against United regarding 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. Customer will pay for all reasonable legal fees and costs United incurs 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 elected by Customer (see Exhibit D – Fees) and agreed to by United.	
Processing of run-out claims (meaning claims incurred prior to the termination date) for a specified period following termination of the Agreement, if purchased by Customer. United will bill Customer for the full amount of run-out Fee that Customer owes, if applicable, generally one month prior to the Agreement's termination date. The full payment of run-out Fees is due and payable before run-out claims processing begins.	
If Customer fails to pay United Fees due or fails to provide the funding for the payment of benefits, or if United terminates for any other material breach, run-out will not apply. Run-out Fees may apply to partial terminations at United's discretion.	
Network Services	
Network access, management, and administration.	
Network access to physical health networks, including chiropractic, physical therapy, occupational therapy, speech therapy, and complementary alternative medicine.	
Out of network programs, as elected by Customer (see Exhibit D – Fees) and agreed to by United.	
Value Based Contracting Program.	
UnitedHealthcare Premium <sup>SM</sup> Designation Program, available in designated markets.	
Participant and Care Management Services	
Member service center, accessed by Participants through a dedicated toll-free number	



<b>Website</b> enabling Participants to learn about benefits, find a provider, estimate treatments options and costs, check claims status, review personal health record, print, or request ID cards, access monthly health statements, manage prescriptions, access health tools, and review health and wellness information.
<b>Medical policy functions</b> , as guided by a medical director, including health policy, quality assurance and medical management analysis and structure.
<b>Care management services</b> , a comprehensive, integrated personal health management program incorporating all elements of care management core activities, such as case management notification, inpatient care management, readmission management, case management and decision support.
<b>Disease management Services</b> , as elected by Customer; additional Fees may apply.
<b>Complex medical condition programs</b> , as elected by Customer; additional Fees may apply.
<b>Maternity programs</b> , as elected by Customer, additional Fees may apply.
<b>Wellness programs</b> , as elected by Customer, additional Fees may apply.
<b>Digital health and wellness experience</b> , which may include, health surveys, wellness missions and challenges, personal health record access, public communities, dashboard of results, and device integration. If Customer elects to offer reward incentives, Customer will be responsible for the funding. Other related Services are available for an additional Fee.
<b>Transplant resource Services</b> , including access to Centers of Excellence (“COE”) network and Transplant Access Program (“TAP”) network. Extra-contractual cost negotiation Services for care outside of the COE or TAP networks is provided for a standard negotiating Fee, as elected by Customer.
<b>Predictive modeling</b> , 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.
<b>Integration of historical and ongoing external pharmacy vendor data into predictive model.</b> A Fee applies for historical integration. As long as Customer uses a pharmacy benefit manager with which United has an existing data sharing agreement there is no additional Fee for ongoing integration.
<b>Integration of historical medical data into predictive model</b> , additional Fees may apply.
<b>Obesity and diabetes prevention Services</b> , as elected by Customer. 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.
<b>Behavioral health Services</b> , a comprehensive behavioral health management program including network access, development, and maintenance, claims processing, case management, member services, and outpatient care management. Other related Services are available for an additional Fee.
<b>Other Services</b>
<b>Medicare Part D subsidy reporting Services.</b> If elected by Customer, United will provide to Customer or, at Customer’s request, directly to Centers for Medicare & Medicaid Services (“CMS”), information for Customer to comply with the requirements of the Retiree Drug Subsidy (“RDS”) program in United’s standard reporting which is compliant with CMS submission procedures and deadlines.  Customer will provide United with any information United reasonably requires in order to prepare these reports, including but not limited to, Plan Variation/Reporting Code used to isolate members for whom Customer is pursuing the RDS, Participants’ social security numbers or health information codes. Customer represents to United, and United acknowledges, that information provided in connection with the Services under this Agreement is used for purposes of obtaining Federal funds.
<b>Medicare Secondary Payer reporting.</b> United shall provide the applicable reports as required by the Medicare Secondary Payer Mandatory Reporting Provisions (“Reporting Requirements”) in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. Customer shall provide United in a timely manner and in an agreed upon format all data United requires to comply with the Reporting Requirements. 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.
<b>Catastrophic Events.</b> During such time a state or 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”) impacting public health or access to healthcare, 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 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 and pharmacy benefits, as applicable. Such protocols are applicable to Participants residing within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.

**Termination Assistance.** United will provide to Customer, during the run-out period and for a mutually agreed upon Fee: (a) a one-time standard accumulated extract which shows deductible, out-of-pocket, and lifetime maximum amounts for the current and prior year; and (b) open prior authorizations for Services that were approved but not yet completed.

**Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") Services.** Standard COBRA Services include an administration manual, open enrollment services member services, reporting, conversion, notifications, state continuation conversion notifications (as applicable), appeals, termination processing. United will provide the first level of appeal review and communicate the decision. Customer will have final authority to decide discrepancies, including matters of clerical error, concerning eligibility for continued coverage under the Plan. Upon termination of COBRA Services, United will return all amounts collected from qualified beneficiaries to Customer, less any amounts owed by Customer to United under this Agreement. Other related Services are available for an additional Fee.

In the event a qualified beneficiary's coverage terminates prior to the maximum continuation of coverage period (including termination for non-payment), United will provide the qualified beneficiary with a written notice of early termination. Customer must provide United with written notice of any changes in monthly contributions rates pursuant to federally mandated COBRA time frames. United may accept partial payment amounts sent by qualified beneficiaries.

Customer has final authority to decide all COBRA questions, including matters of clerical error concerning qualified beneficiaries' eligibility for continued coverage under the Plan. Customer is responsible for compliance with COBRA, including establishing the amount the qualified beneficiary must contribute to continue coverage under the Plan.

Specific to COBRA Services, United is not a named fiduciary of the Plan as defined by the IRC. The Prevention and Recovery Services section of this Agreement does not apply to COBRA Services.

## **Exhibit B – 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. (“United”) on behalf of itself and its affiliates (“Business Associate”) and Suwannee County School Board (“Covered Entity”) and is effective on May 1, 2023. Covered Entity and Business Associate may both be referred to herein individually as a “Party” or collectively as the “Parties”.

The Parties hereby agree as follows:

### **Section 1 Definitions**

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”).

**Privacy Rule:** 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).

**Protected Health Information (“PHI”):** 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.

**Security Rule:** 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).

**Services:** 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.

### **Section 2 Responsibilities of the Business Associate**

With regard to its use and/or disclosure of 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.

### **Section 3 Responsibilities of the 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.

### **Section 4 Permitted Uses and Disclosures**

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.

**Section 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 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.** After the 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.

**Section 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 **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.

## Exhibit C – Security

This Security Exhibit is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between HealthCare Services, Inc. on behalf of itself and its affiliates (“United”) and Suwannee County School Board (“Customer”) and is effective on May 1, 2023. These requirements are applicable if and to the extent that United creates, has access to, or receives from or on behalf of Customer any Customer Information (as defined below).

The Parties hereby agree as follows:

### Section 1 Definitions

The following terms shall have the meanings as set forth below:

**Customer Information:** Any Customer information in electronic format provided, collected, or created by United in the course of providing products or Services under the Agreement that includes or is comprised of any of the following:

- (1) 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, Customer.
- (2) Non-public personal information (i.e., any information that would be termed “non-public personal information” under the Federal Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations); and
- (3) Other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable federal or state law, including social security numbers).

**United Information Systems:** Information systems resources supplied or operated by United, including network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, printers, proprietary applications, and Internet connectivity which are used by United in providing products or Services under the Agreement.

**Healthcare Industry Security Standards:** The standards and framework of HITRUST Common Security Framework (“CSF”).

### Section 2 General Requirements

- 2.1 United shall maintain a comprehensive security program under which United documents, implements, and maintains the physical, administrative, and technical safeguards necessary to: (a) comply with Law; and (b) protect the confidentiality, integrity, availability, and security of United Information Systems and Customer Information. United’s security program shall be consistent with the requirements of this Exhibit and shall be designed to ensure compliance with the provisions of applicable law, including, as applicable, the Health Information Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), the Payment Card Industry Data Security Standards (“PCI DSS”), and Sarbanes-Oxley (“SOX”).
- 2.2 In accordance with reasonable Healthcare Industry Security Standards, United’s security program is comprised of: a formal risk management program; periodic risk assessments; an adequate framework of controls that safeguard United Information Systems and information; processes for change management, code inspection, separation of development and production environments, and testing plans; at least once per year perform enterprise-level penetration, perimeter vulnerability testing, internal infrastructure vulnerability testing, and application testing; facility and environmental controls to prevent unauthorized physical access to United Information Systems and areas where Customer Information is stored or processed; encrypt transmissions of information via public networks (i.e., the Internet), laptops / desktops, devices, removable storage media (e.g., thumb drive, external hard drives, writable CD drives, backup tapes), applications, and network data storage containers.
- 2.3 United will establish and maintain written business continuity plans for the services and supporting facilities, written disaster recovery plans for critical technology and systems infrastructure, and proper risk controls to enable continued performance under the Agreement in the event of a disaster or other unexpected break in services.

3. **Business Continuity Management.** United will, at its sole expense, establish and maintain (i) written business continuity plans for the Services and supporting facilities, (ii) written disaster recovery plans for critical technology and systems infrastructure, and (iii) proper risk controls (collectively, the "Contingency Plans") to enable continued performance under the Agreement in the event of a disaster or other unexpected break in Services. United will update and test the operability of any applicable Contingency Plan at least annually and will maintain each such plan upon the occurrence of a declared disaster event. As used herein, a disaster is defined as an unanticipated incident or event, including, without limitation, force majeure events, technological accidents, or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage, or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.
4. **Customer Audit.** At Customer's own cost and expense, no more than once each year, United will permit Customer and/or its duly authorized representatives, upon 30 days advance notice and subject to a mutually agreeable confidentiality agreement, reasonably necessary access to United's data processing facilities, administrative and security procedures, and documentation in order to ascertain compliance with applicable law and the terms of this Exhibit as it relates to the processing of Customer's data. The scope, timing, nature, and approach of such reviews shall be mutually agreed to in writing by the Parties. Audits will be performed during regular business hours in a manner designed to minimize the interference with United's operations and will not require on-line access to United Information Systems. United shall provide reasonable access to relevant personnel, physical premises, and reasonable documentation. The duration of any on-site assessments may not exceed more than 1 business day.
5. **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 SSAB18 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.

## Exhibit D – Fees

This Exhibit describes the Fees Customer agrees to pay to United in exchange for the Services.

### Medical Fees

The following financial terms are effective for the period May 1, 2023 through April 30, 2026, unless otherwise specified.

Average Contract Size: 1.15

Final Claims Fiduciary: United

The Fees listed below are based upon an estimated minimum of 521 enrolled Employees.

\$45.00 per Employee per month.

### Credits

#### 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 April 30, 2026, Customer will pay United a prorated portion of this credit.

\$50,000 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 April 30, 2026, Customer will pay United a prorated portion of this credit.

\$10,000 Reporting Credit per year

#### Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to April 30, 2026, Customer will pay United a prorated portion of this credit.

\$50,000 Wellness Allowance per year

### Payment Integrity Services Fees

Service Description	fee
<b>Advanced Analytics and Recovery</b> <ul style="list-style-type: none"> <li>United's large-scale analytics to identify additional recovery opportunities.</li> <li>Claims re-examined every month for up to 12 months.</li> <li>Post-adjudicated claims.</li> </ul>	24% of the gross recovery amount
<b>Coordination of Benefits ("COB")</b> <ul style="list-style-type: none"> <li>Verify primary/secondary payer accuracy</li> </ul>	No additional Fee.



Service Description	Fee
<ul style="list-style-type: none"> <li>Identify claims to be investigated using a layered approach to identify other primary payers:               <ol style="list-style-type: none"> <li>Eligibility match to other commercial payers</li> <li>Eligibility match to Medicare</li> </ol> </li> <li>Correct pre-adjudicated claims prior to claim payment</li> <li>Update claims systems with other primary/secondary payers' information</li> </ul> <p>COB indicators set to edit subsequent claims with primary/secondary payers' information</p>	
<b>Credit Balance Recovery</b> <ul style="list-style-type: none"> <li>Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology.</li> <li>On-site at hospitals and facilities.</li> <li>Post-adjudicated claims.</li> </ul>	10% of the gross recovery amount.
<b>Focused Claim Review</b> <ul style="list-style-type: none"> <li>Review of claims for inappropriate billing of services not documented in clinical notes.</li> <li>Board certified, same-specialty medical directors.</li> </ul> <p>Pre-adjudicated claims or post-adjudicated claims.</p>	22% of the gross recovery amount.
<b>Fraud, Waste, and Abuse Management</b> <ul style="list-style-type: none"> <li>Detection and recovery of wasteful, abusive, and/or fraudulent claims.</li> <li>Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review.</li> <li>Evaluate claims to identify inappropriate levels of care, coding and/or resource utilization.</li> <li>Management can include pre-adjudicated claims or post-adjudicated claims.</li> </ul>	22% of the gross recovery or prevented amount
<b>Hospital Bill and Premium Audit</b> <ul style="list-style-type: none"> <li>In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy.</li> <li>Post-adjudicated claims.</li> </ul>	22% of the gross recovery amount
<b>Litigation and Arbitration Fees for Recoveries</b> <ul style="list-style-type: none"> <li>Litigation or arbitration to recover any Overpayments and other Plan recovery opportunities.</li> <li>Outside attorneys' fees and costs directly incurred with litigation or arbitration.</li> <li>Pre-adjudicated claims or post-adjudication claims.</li> </ul>	Outside attorneys' fees and costs will be deducted from the gross recovery prior to the assessment of any applicable United Fees (as indicated in this Exhibit).
<b>Third Party Liability - Subrogation and Injury Coverage Coordination</b> <ul style="list-style-type: none"> <li>Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party.</li> <li>Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments.</li> <li>Pre-adjudicated claims or post-adjudicated claims.</li> <li>Customer will not engage any entity except United to provide such services without prior United approval.</li> </ul>	33.33% of the applicable savings amount.

#### Other Fees

Service Description	Fee
<b>Naviguard Program</b>	35% of the Savings Obtained. Savings Obtained means the amount billed by a health care provider minus the final






Service Description	Fee
<ul style="list-style-type: none"> <li>Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service.</li> <li>Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies.</li> <li>For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim).</li> <li>If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) 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 (b) 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).</li> </ul>	<p>amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.</p> <p>The Fee per individual claim will not exceed \$17,500.</p>
<b>External Reviews</b>	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.
<b>Interest Rate on Unpaid Fees and Underfunding Bank Account</b>	Prime rate plus 4%
<b>Run-out Claims Administration</b>	<p>As elected by Customer upon termination:</p> <ul style="list-style-type: none"> <li>6 months of run-out: 2 months of Administration Fees at the time of termination</li> <li>12 months of run-out: 3 months of Administration Fees at the time of termination</li> </ul>
<b>Medical Benefit Drug Rebate Compensation</b>	80% to Customer, the balance is retained by United as compensation for the services.
<p><b>Consolidated Appropriations Act, 2021 ("CAA") Support Services.</b> United will support Customer's compliance with the requirements of the CAA, including the No Surprises Act ("NSA"), by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> <li>NSA medical billing and the independent dispute resolution ("IDR"): <ul style="list-style-type: none"> <li>United will determine if a claim is subject to the NSA billing protections.</li> <li>If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer.</li> <li>All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United.</li> </ul> </li> </ul>	<p>For the 2023 plan year, United will not charge separate services Fees outside of base rates for the CAA Support Services. United shall notify Customer of United's intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements. Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2023 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p>

Service Description	Fee
<ul style="list-style-type: none"> <li>○ United will not be using third party provider networks for services covered by the NSA.</li> <li>○ The Fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA.</li> <li>○ Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account.</li> <li>○ Customer shall fund the IDR administration fee and all IDR arbitrator fees through the Bank Account.</li> <li>• Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently).</li> <li>• Provider directory enhancements.</li> <li>• Continuity of care and external appeals support for surprise medical bills.</li> <li>• Support related to Mental Health Parity Non-Quantitative Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury.</li> <li>• Provide language to support Customer's anti-gag clause attestation requirement.</li> <li>• Prepare and file pharmacy benefits and drug cost reports.</li> <li>• Prepare and file air ambulance claims reports.</li> <li>• Provide and maintain price comparison information to Participants by telephone and online.</li> </ul>	
<p><b>Health Plan Transparency in Coverage Rule ("TiC") Support Services.</b> United will support Customer's compliance with the requirements of the TiC by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> <li>• Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer's own website.</li> <li>• A cost estimator tool available online for Plan Participants for the items and services as required each year.</li> </ul>	<p>For the 2023 plan year, United will not charge separate services Fees outside of base rates for the TiC Support Services.</p>

Disclosure: 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, or at the election of the provider a per transaction fee of up to \$10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

COBRA Fees

The following financial terms are effective for the period May 1, 2023 through April 30, 2024, unless otherwise specified.

Fee Schedule		5/1/23-4/30/24
One year PEPM 	Two year PEPM 	Three year PEPM 
		\$0.55
Group Setup Fee (one time fee at implementation)		Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)		Included
On-going Maintenance Fee		N/A
Ongoing COBRA Continuant Per Month Charge		Included
COBRA Services		
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment returned (per notice)		Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification		Included
State Continuation Notification (per notice)		Included
Outside carrier eligibility feeds and premium remittance (per carrier per month)		Included
Open Enrollment Services		
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client.		\$8.00 Plus Postage * There is a \$100 minimum for Open Enrollment Services
Optional Services		
Medicare-D Notifications		\$0.95/Notification
Retro/HIPAA Initial Rights Notice (Per Notice)		\$3.00/Notification
Customized Services (Letters, Correspondence)		Varies, plus postage
Direct Bill/Retiree Services - Per continuant, per month		\$4.50
COBRA 2% Administration Fee		

UnitedHealthcare will retain the 2% administration fee that is routinely charged to enrolled COBRA participants.



## Exhibit E – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning May 1, 2023 through April 30, 2024 ("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 guarantees for the subsequent Guarantee Period. If United specifies new 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 measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

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		\$500
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		\$500
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		\$500
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%
Criteria	Time to process, in business days or less after receipt of claim	business days	10
Level	Standard claim operations reports		
Period	Site Level		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$500
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		
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		\$500
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%	
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	\$500
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%	
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, Health Savings Account, etc.		
Average Speed of 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	\$500
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	1.80%
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	\$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%	
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	\$500
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	\$250
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	\$250
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	