EXHIBIT "A"

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between UMR, Inc. and City of Joplin, MO ("Customer") is effective January 1, 2021 ("Effective Date"). This Agreement covers the services UMR is providing to Customer, either directly or in conjunction with one of UMR's affiliates, for use with Customer's Self-Funded employee benefit plan.

UMR identifies this arrangement as Contract No.: 76-414552

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

City of Joplin, MO
602 S. Main Street
Joplin, MO 64801

By: _____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

UMR, Inc.
400 E. Business Way, Suite 100
Cincinnati, OH 45241

By: _____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

Proprietary Information of UnitedHealth Group

Section 1 – Definitions

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

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

Confidential Information: Includes 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 ("Rate 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 remains Confidential Information.

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

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

IRS: The United States Internal Revenue Service.

Medical Benefit Drug Rebate: Any discount, price concession, or other direct or indirect remuneration UMR 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 UMR receives from a drug manufacturer for direct purchase of a prescription drug.

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

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

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

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

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

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

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

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

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

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

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

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

Section 2 – Customer Responsibilities

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

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

Section 2.3 Plan Changes. Customer must provide UMR 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 UMR to determine if such change will alter the services UMR provides under this Agreement. Customer's requested changes must be mutually agreed to in writing prior to implementation of such change.

UMR will notify Customer if (i) the change increases UMR's cost of providing services under this Agreement, or (ii) UMR is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee, or if UMR notifies Customer under Section 2.3(ii) that UMR is unable to reasonably implement or administer the change, then (a) UMR shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon (60) sixty days written notice.

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

Section 2.5 Information Customer Provides to UMR. Customer will tell UMR which of Customer's Employees, their dependents, any other persons, or any combination of these, are Participants. This information must be accurate and provided to UMR in a timely manner. Customer will notify UMR of any change to this information as soon as reasonably possible.

UMR will be entitled to rely on the most current information in UMR's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. UMR will not be required to process or reprocess claims, but if UMR agrees to do so, additional fees may apply.

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

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

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

Section 3 – Fees

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

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

(b) UMR may also change the fees, if any one or more of the following occur:

(1) any time there are changes made to this Agreement or the Plan, which affect the fees;

(2) when there are changes in laws or regulations which affect or are related to the services UMR is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5, Taxes And Assessments;

(3) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%); or

(4) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by fifteen percent (15%) or more from the assumed average contract size. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

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

Section 3.3 Due Dates, Payments, and Penalties. Customer agrees to pay fees to UMR based on the monthly invoice UMR provides. UMR reserves the right to provide Customer with an estimated invoice for the first month of services. The due date for payment of the invoiced amounts is on the last day of the month for such billing period ("Due Date"). Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). Adjustments to monthly billing statements for retroactive enrollment or eligibility changes will be performed based on information provided by Customer. Requests for fee adjustment must be made in a timely manner but no more than three (3) months following the date of the change.

Late Payment. If amounts owed are not paid as required when due, Customer will be provided with a notice of default and fifteen (15) days to cure. If Customer does not cure, UMR may terminate this Agreement as provided for in this Agreement. If any portion of the fee is disputed, Customer shall pay UMR the undisputed portion as provided in this Section 3, and shall provide written details to UMR prior to the date payment is due, explaining Customer's good faith basis for disputing such fee. Customer may withhold the disputed portion during pendency of such dispute, during which time both parties agree to use commercially reasonable efforts to resolve the dispute.

Section 4 – Records, Information, Audits

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

Section 4.2 Use of Confidential Information. Each party will limit the use of the other's Confidential Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Confidential Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Notwithstanding the foregoing, UMR's Rate Information cannot be disclosed to Customer or to any third party without UMR's express written consent and, if required by UMR, a mutually agreed upon confidentiality agreement. Customer may not sell, license or grant any other rights to Confidential Information."

If Customer needs access to UMR's Confidential Information, UMR, at its discretion, may allow Customer to use UMR's Confidential Information subject to the following conditions:

(1) The information requested must relate to UMR's services under this Agreement;

(2) The Customer must give UMR reasonable advance notice and an explanation of the need for UMR's Confidential Information;

(3) It must be legally permissible for UMR to release such information;

(4) The release and use must be consistent with UMR's provider contractual obligations; and

(5) The release and use must be consistent with UMR's data use and release policies.

Such use is subject to the terms of this Agreement and as required by UMR, a mutually agreed upon confidentiality agreement.

If Customer is subject to a Freedom of Information Act (FOIA) request and the request includes UMR's Confidential Information, Customer will contact UMR prior to releasing any information and give UMR the opportunity to review, respond, and/or object to the FOIA request.

UMR also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Such access is subject to the conditions in this Section. Before UMR provides Confidential Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

UMR will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

Customer is responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of the PHI, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

This provision shall survive the termination of this Agreement.

Section 4.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity may conduct an annual medical claims audit of UMR's performance under the Agreement once each calendar year. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement.

Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the previous eighteen (18) months.

With respect to UMR's claims processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample as approved by UMR ("Scope"). UMR will not support any external audits a) where the audit firm is paid on a contingency basis, and b) that do not use a statistically valid random selection methodology (other than as provided for in this section); this includes electronic/data mining audits that are used for purposes of recovery discovery.

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a per day charge for any on-site audit visit that is not completed within five (5) business days or for sample sizes exceeding the Scope specified above. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs due to a Customer request related to the audit, such fees to be reviewed and approved by the Customer in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this section (if approved by UMR), Customer will pay all expenses incurred by UMR.

Customer will provide UMR with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

Section 4.4 Service Auditor Reports. UMR may make its Type II service auditor report ("Report") available to UMR'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, UMR may make the equivalent of, or any successor to, the SSAE18 Type II Report available to UMR's self-funded customers. The Report is UMR's Confidential Information and shall not be shared with any third parties without UMR'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 UMR's and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted in this Section , Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

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

Section 5 – Taxes And Assessments

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

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

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

Section 6 – Indemnification

Section 6.1 Customer Indemnifies UMR. (a) Customer will indemnify UMR and hold UMR harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses UMR incurs, including reasonable attorneys' fees and costs, which arise out of:

(1) Customer or its vendors', subcontractors', or authorized agents' gross negligence or willful misconduct in the performance of (A) Customer or its vendors', subcontractors', or authorized agents' obligations under this Agreement, or (B) Customer's or Customer's vendors' subcontractors', or authorized agents' performance under any other agreements entered into by UMR with those third parties on Customer's behalf;

(2) Customer's material breach of (A) this Agreement, or (B) any other agreements entered into by UMR with third parties on Customer's behalf;

(3) a breach by a third party of any other agreements UMR enters into with such third parties on Customer's behalf;

(4) third party claims brought against UMR as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws)

(b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against Customer only as determined by a court or other tribunal having jurisdiction of the matter.

(c) This provision shall survive the termination of this Agreement.

Section 6.2 UMR Indemnifies Customer. (a) UMR will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses that Customer incurs, including reasonable attorneys' fees and costs, which arise out of:

(1) UMR's or its vendors' subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of UMR's or its vendors', subcontractors', or authorized agents' obligations under this Agreement; and

(2) UMR's material breach of this Agreement.

(b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against UMR only as determined by a court or other tribunal having jurisdiction of the matter.

(c) Customer shall remain responsible for payment of benefits and UMR's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments, or expenses that constitute payment of Plan benefits.

(d) This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

Section 7.1 Litigation Against UMR. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against UMR to recover Plan benefits, related to its duties under this Agreement ("Plan Benefits Litigation"), UMR will select and retain defense counsel to represent its interest.

Section 7.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 7.3 Litigation Against UMR and Customer. If Plan Benefits Litigation is begun against the Plan and UMR 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.

Section 7.4 Litigation Fees and Costs. All reasonable legal fees and costs UMR incurs will be paid by Customer (except as provided in Section 6.2) if UMR gives Customer reasonable advance notice of UMR's intent to charge Customer for such fees and costs, and UMR consults with Customer in a manner consistent with UMR's fiduciary obligations on UMR's litigation strategy.

Section 7.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 7.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 7.7 Survival. This provision shall survive the termination of this Agreement.

Section 8 – Mediation

Except in the case of UMR's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing in this Section is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 9 – Termination

Section 9.1 Services End. UMR's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, UMR may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances:

(1) The Plan terminates;

(2) Both parties agree in writing to terminate the Agreement;

(3) After the Initial Term, either party gives the other party at least sixty (60) days prior written notice;

(4) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement,

(5) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement;

(6) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party;

(7) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code;

(8) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions; or

(9) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

Section 10.1 Subcontractors. UMR can use its affiliates or subcontractors to perform UMR's services under this Agreement. UMR will be responsible for those services to the same extent that UMR would have been had it performed those services without the use of an affiliate or subcontractor.

Section 10.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, UMR can assign this Agreement, including its rights and obligations to UMR's affiliates, to an entity controlling, controlled by, or under common control with UMR, or a purchaser of all or substantially all of UMR's assets, subject to notice to Customer of the assignment.

Section 10.3 Governing Law. This Agreement is governed by the applicable laws of the State of Delaware. This provision shall survive the termination of this Agreement.

Section 10.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 10.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 10.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 10.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 10.8 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 UMR permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for UMR to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 10.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

Section 10.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 10.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

Section 10.12 Acceptance. Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

EXHIBIT A – STATEMENT OF WORK

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

Section A1 Network

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

UMR generally does not employ Network Providers and they are not UMR's agents or partners, although certain Network Providers are affiliated with UMR. 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. UMR 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 UMR's affiliates' networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program. UMR's contracts with some Network Providers may include withholds, incentives, and/or additional payments, that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with UMR'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 UMR 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 UMR makes the determination that the Network Provider failed to meet a standard, UMR will return to Customer the applicable amount. UMR shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

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

Section A2 Recovery Services

Claim Recoveries. In the event an Overpayment is made, UMR shall make an attempt to recover Overpayments using its Overpayment recovery procedures. In the event the recovery attempts are unsuccessful, UMR will follow its established overpayment recovery rules for an escalated recovery process. Recovery attempts will remain open for a minimum of twelve months. UMR will be responsible for reimbursement of any unrecovered Overpayment to the extent the Overpayment was due to UMR's gross negligence.

Customer will be charged fees for the services described in this Section provided by UMR through a subcontractor or affiliate, or as negotiated in advance with Customer. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

Subrogation. UMR will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "Subrogation"). Customer will not engage any entity except UMR to provide the services described in this Section without UMR's prior approval.

UMR may initiate litigation to recover payments, but UMR has no obligation to do so. If UMR initiates litigation, Customer will cooperate with UMR in the litigation.

Customer will be charged fees for the Subrogation services as shown in Exhibit B – Fees. The fees are deducted from the actual Subrogation recoveries. Customer will be credited with the net amount of the Subrogation recovery.

In the event that Customer directs UMR to stop working on a particular Subrogation claim because the Customer wants to handle the Subrogation claim itself, or because the Customer waives its Subrogation interest, or for other reasons, UMR retains the right to charge Customer a reasonable fee based on costs incurred prior to receiving that notification from Customer.

Claim Recovery and Subrogation Process. Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of UMR's standards and procedures may not result in full or partial recovery for any particular case. UMR will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical.

If this Agreement terminates, or, if UMR's claim recovery or Subrogation services terminate, UMR can continue to recover any payments UMR is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

Fraud and Abuse Management. UMR's Special Investigation Unit reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and Participant. Following investigation, the identified claims are either paid in accordance with the Plan, or are denied for such reasons as are uncovered by the Special Investigation Unit. Fraud and Abuse Management processes will be based upon UMR's proprietary and confidential procedures, modes of analysis and investigations.

UMR will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and UMR's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to UMR the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery. UMR agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if UMR's claim recovery services terminate, UMR can elect to continue fraud and abuse recoveries that are in progress and the fees will continue to apply.

Section A3 Providing Funds for Benefits

Responsibility. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers. UMR has no liability or responsibility to provide these funds.

Control of Plan Assets. In the event that the Plan is found to have Plan assets, the Customer shall have absolute authority with respect to such Plan assets, and UMR shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.

Bank Account. Customer shall establish, maintain, and appropriately fund Bank Account in the name of the Customer. Customer shall be responsible for all payments issued against the account. UMR shall be given the necessary nonexclusive authority to utilize any funds in said account for payment of Plan benefits. UMR shall provide Customer with access to the daily online check register, and will also provide a monthly report for reconciliation purposes. It is understood that Customer is solely responsible for handling issues related to uncashed checks, including any record keeping, reporting, or payment responsibilities set forth under any state's unclaimed property law, to the extent such laws apply.

Payment. Customer is solely responsible for paying for Plan benefits. UMR will have no obligation to arrange for payment of Plan benefits if Customer has not made the requisite funds available to UMR in accordance with this Agreement.

Underfunding. If Customer does not fund its Bank Account with sufficient funds with which to pay claims, Customer must immediately correct the deficiency. UMR may suspend any of its services under this Agreement for the period of time Customer does not have sufficient funds in its Bank Account. If Customer does not correct the funding deficiency within fifteen (15) business days of UMR's notice to Customer, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began.

Section A4 Medical Benefit Drug Rebate Payments

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

Customer will only receive Customer's Medical Benefit Drug Rebates to the extent that Medical Benefit Drug Rebates are actually received by UMR. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents UMR 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, UMR may, without limiting UMR's right to other remedies, immediately terminate Customer's and Plan's entitlement to Medical Benefit Drug Rebates (including forfeiture of any Medical Benefit Drug Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with UMR in order to obtain Medical Benefit Drug Rebates.

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

Section A5 Claims Determinations and Appeals

Claim Procedures. Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals, and (iii) performing the fair and impartial review of second level internal appeals (if applicable). As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to UMR under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. In the event that Customer has not finalized the Summary Plan Description before UMR receives an appeal from a Participant, then UMR will follow the claims installation documents that Customer approved, or if needed,

UMR will contact Customer for applicable information. Participants who receive an adverse benefit determination can file an appeal with UMR within the timelines established in Customer's SPD. It is understood that UMR will provide one or two appeal levels for claims that it has processed, as mutually agreed to in writing by the parties. UMR agrees to send an appealed claim to an independent reviewer if required by Department of Labor or Department of Health and Human Services. In addition, and if applicable to Customer's Plan, UMR agrees to send a voluntary appeal to an independent review organization in compliance with health care reform regulations. Customer understands that the cost of such mandated independent reviews will be the responsibility of Customer, unless otherwise stated in Exhibit B – Fees. It is understood that UMR is not responsible for handling appeals on claim-related decisions that were originally made by another vendor of Customer's. Customer acknowledges and agrees that certain services provided by UMR and as described in the Summary Plan Description will comply with federal laws and regulations, as provided for under ERISA.

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

Section A6 System Access

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

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

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

in this Agreement, Customer agrees to cease all use of Systems, and UMR will deactivate Customer's identification numbers, passwords, and access to the System.

Schedule of Services

A. Claims Administration Services

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan's provisions. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans and payment of claims.	•
Standard claims processing including: • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Provide an Explanation of Benefits (EOB) notice to Participants and Remittance Advice (RA) statement to providers as required • Prepare and mail 1099's to providers and other vendors, using UMR's name and tax identification number.	
Standard coordination of benefits for all claims	UMR pays claims for Medicare-eligible persons as either primary or secondary, based on the Medicare Secondary Payor Rules.
Claims Run-Out Services. UMR will process all claims received up to the date of termination of this Agreement. Any unprocessed claims will be denied, unless Customer requests claims run-out services (unprocessed claims incurred prior to the termination date) at a mutually agreed upon fee prior to the termination of this Agreement. In the event that UMR receives claims after the run-out period expires, then UMR will deny the claim.	If the Agreement terminates because Customer fails to pay UMR fees due, fails to provide the funding for the payment of benefits, or UMR terminates for any other material breach, run-out will not apply. **Suspension of Run-out Processing** If Customer does not pay the run-out fees it owes UMR when due as set forth above, UMR will notify Customer. If Customer does not make the required payment UMR may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment. **Termination of Run-out Processing** Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.
Foreign service procedures	Participants who receive services in a country other than the United States must pay the claim and then submit the claim to UMR for reimbursement. UMR will reimburse the Participant for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Participant paid the claim, or on the date of service if paid date is not known.
State Surcharges. If during the term of the Agreement UMR receives a surcharge invoice from a state for the Plan or claims paid under the Plan, UMR agrees to submit applicable payments to the state on behalf of Customer. The amount due to the state will be withdrawn from Customer's claims bank account.	This service does not apply to New York Surcharges.

Service	Comments
Claim Reprocessing. Customer requests to reprocess certain claims.	No fee is charged for claims being reprocessed in connection with an error made by UMR. A fee is charged for claims being reprocessed: a) as a result of retroactive benefit or eligibility changes that Customer made or in connection with other actions by Customer, its employees or agents, or b) if Customer contracts directly with a provider network and that provider network gives UMR incorrect or late fee or other provider information that necessitates adjustment of claims.
Credit Balance Recovery Program.	UMR has a contract with a cost containment recovery vendor that routinely reviews credit balances, primarily at large hospitals and providers of service throughout the United States. Vendor works with the hospital/provider to identify amounts that have been overpaid due to inaccurate billings and other reasons. Vendor then verifies that the patient was covered by a Plan that UMR administers, and works with the facility or provider to recover the overpayment for the Plan. The applicable credit, less recovery fee, is forwarded to the Customer.
New York Surcharge Services: Upon acceptance from the New York Public Goods Pool, UMR agrees to compile and forward to the State of New York, an electronic report that shows the liability that Customer has for covered lives, patient services and total amount due from Customer. The report is compiled on a monthly or annual basis in accordance with the requirements of the State of New York for Customer. UMR agrees to file the report and send the applicable payments to the State of New York via a draw from Customer's bank account.	It is understood that Customer is solely responsible for completing necessary New York Surcharge election forms and responding to inquiries regarding the election. In the event that a claim is adjusted after the New York Surcharge fee has been paid and the adjustment affects how much the provider actually receives, UMR will make an adjustment on a future report to the State.

B. MEMBER SERVICES

Service	Comments
Toll-free access to a customer care unit	
Employee access to a member website enabling Participants to: • Check claim status. • Check eligibility information. • Search for providers and online health information.	
Identification Cards. UMR will provide standard ID cards (including replacement cards) for each employee who is covered under Customer's Plan.	Customer may, at its option, order customized ID cards at an additional cost.

C. CUSTOMER REPORTING SERVICES

Service	Comments
UMR will provide Customer with the following standard reports through encrypted online access.	
Banking. Online access to the check register, searchable for disbursement information at the transaction level.	
Monthly Online Reports (Plan Performance). Online access to monthly reports containing Plan performance details. Customer can also use online data to develop ad-hoc queries such as census information, claim activity and large claim detail.	
Eligibility and Benefits Inquiry. Online eligibility inquiry provides Customer with access to Participant eligibility information. Online benefit inquiry provides specific benefit information for each Participant.	

Service	Comments
Claims Inquiry. Customers can review the status of participant claims online. Customer is responsible for ensuring that its employees comply with HIPAA privacy regulations.	
Annual Report. Provides the information that Customer can use to complete the 5500 form or 990 form.	
Customization, non-standard or ad hoc reports	Fees are determined on a report-specific basis
UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports.	

D. Other Services

Service	Comments
Summary Plan Description (SPD) Assistance. UMR will prepare a customized draft of an SPD for the Plan, one additional draft, in response to Customer's comments and a final draft SPD.	If the SPD is not finalized sufficiently in advance of the Effective Date of UMR's services, UMR will utilize benefits and exclusions that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved UMR will administer claims and otherwise provide UMR's services in accordance with information and it will govern and remain in full force and effect until a final SPD is provided to UMR.
SPD Exception Processing. In the event Customer wants UMR to make an exception to Customer's Summary Plan Description (SPD), Customer must notify UMR in writing of such exception using a form designated by UMR. Customer is fully and solely responsible for any compliance or stop loss issues that may occur as a result of making an exception to its SPD.	UMR shall not be liable to any degree when following directions from Customer, its employees or agents, and Customer agrees to indemnify UMR and hold it harmless from and against any and all claims arising from Customer's decision to make an exception to the SPD.
Summary of Benefits and Coverage (SBC) Services. Upon receipt of a completed service election form from Customer, UMR agrees to provide the following (SBC) services: • Draft one standard full SBC per benefit Plan design if UMR is the only vendor administering benefits for Customer; or • Draft one standard partial SBC per benefit Plan design if UMR administers the medical Plan but Customer utilizes external vendors for other benefits. • Provide one SBC update per year if needed. • Post the final approved SBC to UMR's web portal for Customer.	Customer is responsible for providing UMR with written details about the Plan and benefit changes in an agreed upon period of time prior to the date Customer needs the final SBC from UMR. Customer is responsible for completing sections of the SBC related to Customer and external vendors, if any, and returning applicable details to UMR within an agreed upon timeframe. Customer is responsible for complying with SBC regulations, including but not limited to distribution of SBC's to Participants. In the event that Customer requests UMR to provide other non-standard SBC services, UMR will charge a reasonable fee for agreed upon services.
Stop Loss Reporting. UMR will use commercially reasonable efforts to assist Customer as necessary in compiling information, tracking and filing paid specific stop loss insurance claims with the Customer's chosen stop loss insurance carrier, on behalf of Customer. If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential claims that exceed the stop loss policy's attachment point.	Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement or as soon thereafter as reasonably possible, if UMR did not place Customer's stop loss coverage with the carrier. Customer acknowledges that the election of any stop loss insurance carrier is at the discretion of Customer, and the applicable policy must be specifically accepted by Customer. UMR will provide reasonable assistance in appealing denials or limitations as appropriate. In the event, however, that Customer's chosen stop loss insurance carrier adjudicates a given stop loss claim as denied or partially denied, or if reimbursement pursuant to the applicable stop loss policy is otherwise limited in any way, Customer acknowledges that the UMR has no responsibility for any determination made by the stop loss carrier, including but not limited to determinations

Service	Comments
	regarding eligibility for coverage under the Customer Plan or determinations of medical necessity. Customer and its third party stop loss carrier may be required to execute UMR's standard nondisclosure and indemnification agreement prior to UMR providing any stop loss information.
Transition to new Third Party Administrator (TPA). **U**MR will cooperate with Customers' transition to a new TPA upon termination of this Agreement and will provide cancellation reports to Customer upon request.	
Medicare Secondary Payer Reporting. UMR shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. UMR 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.	Customer agrees to provide to UMR in a timely manner and in an agreed upon format any and all data that UMR requires to comply with the Reporting Requirements.
Teladoc Services: UMR contracts with an outside vendor to provide Teladoc services for Participants on behalf of the Plan. The vendor contracts with licensed physicians to provide the service. For General Medicine, Participants will be provided with toll-free access to telephone or web-based video access to medical consultation and health information services from a licensed physician 24 hours a day, seven days a week, or, upon request and if allowed by state law.	Customer is responsible for notifying Participants that if they choose to utilize Teladoc Services, they must complete a comprehensive medical history disclosure form either online, by paper, or by telephone, pay the applicable fee to Teladoc, and cooperate with any other reasonable requirements that Teladoc may require before services can be provided by a physician. Customer understands that Teladoc is an independent contractor and is not affiliated with UMR in any way. Customer agrees and understands that UMR does not provide medical advice or warrant the advice provided by Teladoc. In no event shall UMR be found responsible or liable in any way or to any extent for any losses, claims or damages, including but not limited to consequential, special, punitive, incidental, or direct or indirect damages resulting from the services provided by Teladoc and its employees, subcontractors and agents.
Transplant Solutions (TS) Services • Transplant Network via Centers of Excellence (COE) • Ventricular Assist Devices (VAD) • Transplant Access Program (TAP) Network • Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. • Cellular Therapy Services • Specialized Physician Review	The fees for Transplant Solutions (TS) Services are specified in Exhibit B – Fees. .

E. PHARMACY BENEFIT SERVICES

Service	Comments
UMR through its Pharmacy Benefit Manager (PBM) affiliate will provide the Pharmacy Benefit Services described in this Section. **Average Wholesale Price (AWP):** The average wholesale price, as reflected on the Medi-Span Prescription Pricing Guide (with supplements) ("Medi-Span"), of a Prescription Drug based on the eleven (11) digit NDC of the Drug on the date dispensed. UMR will rely on Medi-Span as updated by UMR no less frequently than every seven days to determine AWP for purposes of establishing the pricing provided to Customer under this Agreement. UMR will not establish AWP, and UMR will have no liability to Customer arising from use of Medi-Span.	

Service	Comments
Brand Drug: A single-source or multi-source Prescription Drug product as designated by the Medi-Span Prescription Pricing Guide (with supplements) or other available data resources that identify as a Brand product. **Dispensing Fee:** The contracted rate of compensation paid to a Network Pharmacy for the processing and filling of a prescription claim. **Prescription Drug List (PDL):** The list of Prescription Drugs as developed by UMR and approved and adopted by Customer for use with the Plan. **Generic Drug:** A prescription drug product, whether identified by its chemical, proprietary or non-proprietary name, that is therapeutically equivalent and interchangeable with a Prescription Drug having an identical amount of the same active ingredient(s). For purposes of this Agreement, the Generic Drug determination is made based upon factors including indicators included in the Medi-Span Prescription Pricing Guide (with supplements) or other available data resource that identify as a Generic product. **MAC:** The maximum allowable cost of a Prescription Drug as specified on a list established by UMR. UMR may have multiple MAC lists, each of which is subject to UMR's periodic review and modification in its sole discretion. **Mail Order Pharmacy:** A facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs via postal or commercial courier delivery to individuals, including Participants. Mail Order Pharmacy includes pharmacies that are affiliates of UMR. **Network Pharmacy:** A retail pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs to Participants, and has entered into a Network Pharmacy agreement. An affiliate of UMR, in its capacity as a Mail Order Pharmacy or Specialty Pharmacy is a Network Pharmacy of the Customer. **Prescription Drug**: An FDA approved drug required to be dispensed or administered only by prescription from a licensed care professional in accordance with laws. **Rebate**: Any discount, price concession or other remuneration UMR receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a Prescription Drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any, discount, price concession, manufacturer administration fees or other direct or indirect remuneration UMR receives from a drug manufacturer for direct purchase of a Prescription Drug. **Single-Source Generic:** A Generic Drug that has only one generic manufacturer. **Specialty Drugs:** Prescription Drugs available at UMR's Specialty Pharmacy, including: (a) biotechnology drugs; (b) orphan drugs used to treat rare diseases; (c) typically high-cost drugs; (d) drugs administered by oral or injectable routes, including infusions in any outpatient setting; (e) drugs requiring on-going frequent patient management or monitoring; and (f) drugs that require specialized coordination, handling and distribution services for appropriate medication administration **Specialty Pharmacy:** A facility that is duly licensed to operate as a pharmacy to dispense Specialty Drugs. Specialty Pharmacy includes pharmacies that are affiliates of UMR.	
Pharmacy Network. UMR/PBM will make Network Pharmacies available to Customer Participants. • PBM will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. • PBM and UMR will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network.	
Claims. PBM shall accept and process claims submitted by Participants when such Participant submits claims properly completed on a PBM standard paper claim form, together with proper proof of payment. PBM uses criteria for its Quantity Limit Program that is developed by its National Pharmacy and Therapeutics' Committee. PBM will receive and review requests from the Customer and/or Participants for exceptions based on this criteria. Customer will at all times retain the right to override the PBM recommendation, at which time the override will be	Both parties understand that if pharmacy claims are paid for a Participant prior to being notified by the Customer that the Participant has been terminated, UMR and PBM will be under no obligation to recover payments made prior to said notification. In connection with Prescription Drug claims, there may be a timing difference between when UMR withdraws funds from Customer claims account and when PBM issues payments to pharmacies and other payees. UMR and/or PBM may retain interest earned on these amounts during this time. Interest is

Service	Comments
entered into the system by PBM to allow coverage for the product and quantity requested. PBM will provide claims appeal services for Participants who request a review of an Adverse Benefit Determination on pharmacy claims, as mutually agreed to by the parties. PBM uses commercially reasonable efforts to not reimburse Participants for Prescription Drugs purchased outside of the United States, with the exception of Prescription Drugs purchased for emergency purposes. An exception may also be made for Participants who are covered by a United States health Plan, but who are living abroad.	expected to be paid at overnight deposit rates by UMR's banking institution. PBM maintains systems for processing pharmacy claims and may receive access fees as compensation for services PBM provides to Network Pharmacies.
Pharmacy Audits. During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity ("Auditor") may conduct an annual pharmacy claims audit of UMR's performance under the Agreement once each calendar year. Prior to the commencement of this audit, UMR must receive a signed, a mutually agreeable confidentiality agreement. Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. No audits may be initiated or conducted during the months of December and January due to the demands of annual renewals and the implementation period. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. The audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample as approved by UMR. UMR will not support any external audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology; this includes electronic/data mining audits that are used for purposes of recovery discovery. Customer will pay any expenses that it or its Auditor incurs in connection with the audit. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs due to a customer request related to the audit, such fees to be reviewed and approved by the Customer in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this Section (if approved by UMR), Customer will pay all expenses incurred by UMR. UMR will provide Auditor with access to prescription claims data, subject to the provisions of the confidentiality agreement. Additional documentation (e.g. policies and procedures) requested during the course of an audit, other than that needed to determine the accuracy of pharmacy claims payments, may be provided at UMR's reasonable discretion. After reviewing the claims for the audit period,	

Service	Comments
Auditor may provide a sample size of claims, not to exceed 300 prescription claims per audit, for UMR to perform additional research. A final audit report shall be provided by Customer or Auditor in writing to UMR forty-five (45) days after the end of the audit. Such final audit report will contain a representative sample of prescription claims or the entire suspected error population, as well as the dollar amount associated with any suspected errors. If the entire suspected error population is provided, then UMR will review a statistically valid sample of the prescription claims and provide Customer or Auditor with its response within forty-five (45) days of UMR's receipt of the final audit report. Customer or its Auditor shall have thirty (30) calendar days to reply to UMR's response. If Customer or its Auditor fail to provide either the initial final audit report or fail to reply to UMR's audit response within the timeframes provided, then the audit will be considered closed. Any payment made, whether by UMR or Customer, based upon audit findings will be made within thirty (30) days following Customer and UMR agreeing to the audit results and payment of any amounts due as reflected in an executed audit settlement agreement. Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against UMR or UMR's affiliates. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used. Rebate audits are to be conducted separate from claims audits, must be conducted on site at UMR, and are limited to five (5) Rebate agreements.	
Allocation and Payment of Rebates. UMR and/or PBM will negotiate with drug manufacturers for the payment of Rebates to UMR and/or PBM. The amount of Rebates that is available depends on a number of factors. UMR agrees to share rebates with the Customer to the extent stated on the Fee Schedule. In the event, however, that Customer terminates pharmacy services prior to completion of a full Term of the Agreement, UMR and/or PBM will retain any portion of unpaid rebates. Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until UMR and/or PBM actually pays them to Customer pursuant to this Agreement	Customer will only receive Rebates to the extent that Rebates are actually received by UMR and/or PBM. If a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, UMR shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that UMR has the right to propose a change to the fees as provided for in the Fees Section or increase the percentage of Rebate dollars retained by UMR.

F. COBRA SERVICES

Service	Comments
Specific to COBRA (the federal Consolidated Omnibus Budget Reconciliation Act of 1985, and all rules and regulations promulgated thereunder), UMR is not a "Named Fiduciary" of the Plan as defined by the IRC. For Section 1 Definitions, the term "Plan" will include health benefits which are subject to the continuation requirements of COBRA. In addition, the following sections of the Agreement do not apply to the COBRA Program services: • Claim Recovery Services and Third Party Liability Recovery • Fraud and Abuse Management	

Service	Comments
• Benefit Determinations and Appeals • Service Auditor Reports Any reference to Summary Plan Description (SPD) assistance does not apply.	
General Responsibilities of the Customer. • The Customer shall be responsible for the administration of COBRA, except to the extent expressly delegated to UMR through this Section. • Providing UMR with COBRA premium information and due dates at least two (2) weeks prior to the effective date of the change, and for complying with the COBRA regulations governing the twelve (12) month determination period. • Determining if a Qualifying Event occurs and such determination shall be binding upon UMR. Within thirty (30) calendar days following notification of the Qualifying Event, Customer shall notify UMR of the Qualifying Event by either submitting a completed COBRA Action Form, or submitting information via the COBRA Online Web Notification system, or by utilizing another format that is mutually agreed upon. • Notifying UMR in a timely manner if Customer determines or has reason to believe that the Qualified Beneficiary is not entitled to COBRA.	
General Responsibilities of UMR. *Use if code 0528 is purchased* • Providing the initial (general) COBRA written notice to newly hired employees, to those enrolling due to a change in status (special enrollment), and to new spouses, for the fee as stated on the Fee Schedule. • Upon notification from Customer of a Qualifying Event via the COBRA Action form or another acceptable means of written communication, UMR shall send a letter to the Qualified Beneficiaries advising them of their rights to continue coverage under federal COBRA including enrollment and payment information. • Upon receipt of a completed enrollment form and appropriate payment, send a letter of confirmation to the COBRA Enrollee acknowledging such receipt. • Collecting COBRA monthly payments from enrollees and provide Customer with a monthly accounting of payments. All such payments shall be retained by UMR until the month end and then shall be returned to Customer in a mutually agreed upon manner. • In the event that a COBRA Enrollee's coverage terminates prior to the end of the maximum COBRA coverage period, UMR shall provide the COBRA Enrollee with a written notice of early termination in accordance with applicable federal COBRA regulations. • Sending a Notice of Unavailability to a Qualified Beneficiary if it is determined by the Customer or UMR that the Qualified Beneficiary is not entitled to COBRA coverage in accordance with applicable federal COBRA regulations.	
COBRA services for Qualified Beneficiaries who are enrolled in a benefit plan with Customer's outside carrier(s). • Upon notification from the Customer that a Qualifying Event has occurred, UMR will send a letter to the	Customer is fully and solely responsible for ensuring that its insurance policies or contracts with outside carriers are in compliance with COBRA regulations.

Service	Comments
Qualified Beneficiaries advising them of their rights to continue coverage under federal COBRA including enrollment and payment information. • UMR will consider a Qualified Beneficiary's election and payments to be timely if the election form and monthly payments are received by UMR or postmarked by the due date or within the thirty day grace period. UMR assumes no liability if the outside carrier does not consider these timely, or if there are conflicts with the insurance policy.	Customer is responsible for notifying the outside carriers that all COBRA election forms and premium payments will be sent directly to UMR. UMR assumes no liability for meeting state insurance regulations for the outside carriers or Customer. The outside carriers that the Customer contracts with are fully and solely responsible for meeting all applicable insurance regulations.

G. Flexible Spending Account (FSA) Services

Service	Comments
General Responsibilities of the Customer. • Customer is responsible for the administration and compliance of the FSA Plan(s), except to the extent expressly delegated to UMR through this Agreement. • Providing eligible employees with information on the Plan(s) and any applicable regulations. • Obtaining compensation reduction agreements, as applicable, from eligible employees who have elected to receive qualified Plan benefits on a pre-tax basis.	
General Responsibilities of UMR. • Process claims for reimbursement of FSA Plan benefits. Provide an Employer Forfeiture Report that will be available online each month. • Provide covered employees access to their account information on UMR's 24-hour website, mobile application and interactive voice response system. • At Customer's request, UMR will send a Time Is Running Out letter to covered employees after the end of the Plan's third quarter.	In the event that unused funds remain in the account for a terminated employee or an employee who is no longer eligible to participate in the Plan, those amounts will be reflected within the Employer Forfeiture Report available at the end of the month after any run-out period has ended.
Use if code 0161 is purchased **Non-Discrimination Testing.** UMR contracts with an outside vendor to provide non-discrimination testing for cafeteria and other plans. The vendor will work directly with Customer to gather necessary information for the testing and to provide a copy of the test results and any recommendations for the Plan.	Customer is responsible for paying the vendor directly for fees associated with the non-discrimination testing.
Debit Card. UMR contracts with an outside vendor to provide two debit cards to eligible employees. UMR will be responsible for loading each person's available amounts on to the debit card system at the start of each new Plan year and ongoing as described in Customer's SPD, so that the card only covers qualified expenses up to the available balance in the employee's account(s).	Customer is responsible for sending applicable amounts to UMR prior to the start of each new Plan year, for updating UMR if a change is made mid-year, and for providing other Plan-related information that may be needed by UMR for this service.

EXHIBIT B – FEES

This exhibit lists the fees Customer must pay UMR for UMR's services during the term of the Agreement. Unless specified otherwise, these fees apply for the period from January 1, 2021 through December 31, 2023. Customer acknowledges that the amounts paid for administrative services are reasonable.

All fees shown as per employee per month (PEPM) unless otherwise noted

Administration and access fees	**Subscribers**	**Fees 1/1/2021**	**Fees 1/1/2022**	**Fees 1/1/2023**
Medical claims - excludes run-in – includes 1st and 2nd Level Appeals, NurseLine, Utilization Management, Case Management and Disease Management	496	$33.77	$33.77	$34.56
UnitedHealthcare Choice Plus ® network - access fee	496	Included	Included	Included
Required stop loss interface fee	496	Included	Included	Included
Utilization Management (UM)	496	Included	Included	Included
Case management (CM)	496	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	496	Included	Included	Included
Telemedicine (Teladoc)	496	Included	Included	Included
Plan Advisor	496	$2.95	$2.95	$3.10
Advanced Claim Review - specialized review of high-cost targeted claims and medical records - % of savings	496	30%	30%	30%
CRS Benchmark Program – Multiplan's Complimentary Network, Fee Negotiation and Data iSight - % of savings	496	22%	22%	22%
Subtotal	**496**	**$36.72**	**$36.72**	**$37.65**

	Transplant Solution (TS) Services	
1400	**Transplant Network via Centers of Excellence (COE)** Customer shall pay UMR administrative fee based upon the Transplant type as follows:	
	Bone Marrow/Stem Cell	
	Autologous less than 11 days	$5,000 Per Transplant
	Autologous 11 or more Days – breast Cancer	$10,000 Per Transplant
	Autologous 11 or more Days – all other diagnosis	$20,000 Per Transplant
	Allogeneic – related/unrelated	$20,000 Per Transplant
	Non-myeloablative BMT - mini	$5,000 Per Transplant
	Tandem BMT	
	Auto/Auto	$10,000 Per Transplant
	Auto/Allo Related Mini	$20,000 Per Transplant
	Auto/Allo Unrelated Mini	$20,000 Per Transplant
	Heart, Single Lung, Heart/Lung	$10,000 Per Transplant
	Double Lung, Multi-Organ	$20,000 Per Transplant
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	$20,000 Per Transplant
	Kidney	$3,500 Per Transplant
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	$7,500 Per Transplant
	Ventricular Assist Devices (VAD)	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at $10,000 Per Case

	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at $10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at $10,000 Per Year
	If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Participant receives transplant care, but no transplant is performed ("Early Term"), the administrative fee will be 35% of the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider's transplant program, (2) cases in which the Participant dies prior to transplant or VAD implant, or (3) cases in which Participant's coverage ends prior to transplant or VAD implant.	
	Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees will not exceed the administrative fee for the corresponding transplant set forth in the table above.
	Extra-Contractual Services	The fees are 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.

	Cellular Therapy Services	Extra-Contractual services are required for Cellular Therapy cases. For Cellular Therapy cases, Customer shall pay UMR an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the provider's usual charges for the same services, not to exceed $20,000 per Cellular Therapy Case as defined in the written agreement entered into between UMR and provider as applicable to the Participant. Early Term pricing as set forth above, applies to cases in which the Participant receives care and no cellular therapy infusion occurs (i.e. Early Term Cellular Therapy cases).
	Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to $1,295 for a Comprehensive Review from a single reviewer, or $1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to $495 for a single review or $1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of $200 for each physician reviewer.
	Credits	

9872	Implementation Credit	$15,000 One-Time Credit
0767	Wellness Credit	$15,000 One-Time Credit

OptumRx Pharmacy Services

UMR through its Pharmacy Benefit Manager affiliate OptumRx will provide Pharmacy Benefits Services. Fees assume the pharmacy benefits program is not a discount-card program.			
Rates are contingent upon adoption of OptumRx's Broad Network			
	Year 1	**Year 2**	**Year 3**
	Published AWP	**Published AWP**	**Published AWP**
Electronic claim adjudication - per claim [1]	$0.00	$0.00	$0.00
Retail			
Brand discount, plus dispensing fee	18.50% + $0.60	18.75% + $0.60	19.00% + $0.60
Net effective generic discount, plus dispensing fee	81.50% + $0.60	81.75% + $0.60	82.00% + $0.60
Home Delivery			
Brand discount, plus dispensing fee	25.00% + $0.00	25.25% + $0.00	25.50% + $0.00
Net effective generic discount, plus dispensing fee	85.00% + $0.00	85.25% + $0.00	85.50% + $0.00
Retail 90 Rx (Optional)			
Brand discount, plus dispensing fee	20.00% + $0.00	20.25% + $0.00	20.50% + $0.00
Net effective generic discount, plus dispensing fee	81.50% + $0.00	81.75% + $0.00	82.00% + $0.00
Rebate Share			
	100% Pass-Through	100% Pass-Through	100% Pass-Through
Premium PDL			
Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	$200.00	$220.00	$240.00
Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	$425.00	$450.00	$475.00
Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	$425.00	$450.00	$475.00
Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim	$800.00	$825.00	$850.00
Select Comprehensive			
Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	$175.00	$190.00	$205.00
Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	$400.00	$425.00	$450.00
Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	$400.00	$425.00	$450.00
Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim	$900.00	$925.00	$950.00

Select			
Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	$150.00	$165.00	$180.00
Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	$350.00	$375.00	$4000.00
Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	$350.00	$375.00	$4000.00
Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim	$750.00	$775.00	$800.00
Generic Dispensing Rate Guarantee			
Overall	85.0%	85.4%	85.7%
Generic Dispense Rate (GDR) means, for any full contract year, the number of Generic Drug prescriptions (including OTC prescriptions) divided by the total number of all prescriptions for such contract year (excluding any Specialty Drugs filled in any channel). To be eligible for the GDR Guarantee, the Client must: (a) maintain an average copayment differential between Tier 1 and Tier 2 of $15 or more within each Plan Design; (b) adopt OptumRx's formulary; (c) implement "Dispense as Written" penalties for DAW 2 claims for the majority of Members; and (d) implement all OptumRx recommended clinical programs (for example, prior authorization, step therapy). The penalty for a missed GDR Guarantee will be calculated by taking the total number of prescriptions multiplied by the percentage the GDR was missed by multiplied by the difference between the average cost for a brand drug and the average cost for a generic drug during the measurement period. Penalties will be calculated within 90 days of the close of the full contract year. • Brand cost is defined as: (Brand Drug ingredient cost + Brand Drug dispensing fee - Brand Drug copayment - Brand Drug Rebate) • Generic cost is defined as: Generic Drug ingredient cost + Generic Drug dispensing fee - Generic Drug copayment - Generic Drug Rebate, if applicable)			
Additional Programs			
Prior authorizations - per clinical prior authorization	Included	Included	Included
Specialty drugs are priced on an individual drug basis, with an estimated average aggregate specialty discount around 18.50%.			
Compound Drug Claim Pricing: AWP less Standard Contracted Discount + $7.50 Dispensing fee			
[1] *An additional $1.75 per claim applies to the electronic per claim fee for paper claims.*			
Pharmacy Conditions			
Fees proposed assume the use of OptumRx™ as the pharmacy benefits manager.			
Under the Traditional Pricing Model, City of Joplin shall pay the effective retail pharmacy rates as set forth above. These rates may differ from the amounts paid to the retail pharmacies and OptumRx may retain the difference.			
The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.			
Discounts are based on Published AWP.			
Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a participating network pharmacy at the time of adjudication.			
Discount and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee			

guarantees are not reconciled on an individual Claim basis. Any excess discount or reimbursement delivered under any discount or reimbursement channel or component may be credited to any other discount or reimbursement contracted for under this Agreement.
The effective overall Generic Drug discount rate includes MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.
Compound Prescription Drug Claims, OTC Claims, Specialty Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees.
UMR reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting UMR's performance under the Agreement, including but not limited to: (a) any government imposed change in federal, state of local laws or interpretation thereof or industry wide change that makes UMR's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, authorized Generic Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates. For modifications or amendment made pursuant to (a), (b), or (c) above, UMR agrees to modify the pricing in an equitable manner to preserve the financial interests of both parties and provide documentation that the revised pricing terms are equitable.
UMR reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (a) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from City of Joplin's service selection; (b) a reduction of greater than 20% in the total number of Members from the number provided to UMR during pricing negotiations upon which the financial provisions included in this Agreement are based; (c) implementation or addition of a one hundred percent (100%) Member paid Claims Plan Specifications; (d) any substantive change in City of Joplin's formulary, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (e) UMR is no longer the exclusive Specialty Pharmacy provider. For modifications or amendments made pursuant to (a), (b), (c), (d), or (e), above, City of Joplin agrees to provide UMR at least ninety (90) days' notice prior to making any changes. In the event the pricing needs to be modified, within forty-five (45) days of City of Joplin's notice, UMR shall provide City of Joplin with any modified pricing to ensure City of Joplin is aware of pricing modifications prior to implementation.
OptumRx Specialty Pharmacies shall be the exclusive specialty providers under this Agreement.
Medicare Part D Wrap plans are required to use Pass-Through pricing.
Groups with in-house pharmacies utilizing 340B or GPO pricing are required to use Pass-Through pricing.
Generic Drug Discount includes single source generics.
Usual & Customary claims are included within discount guarantees.
Zero balance claims are included within discount guarantees prior to the application of member copayment.
Retail 90 pricing is for retail claims with greater than 83 days' supply.
Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate.

Drugs in the following Specialty therapeutic categories are included in the non-specialty guarantees: HIV, Hepatitis B, Transplant
UMR will have no obligation under any financial guarantees under the contract for the contract year (i.e., each 12-month period following the effective date) in which City of Joplin terminates, if the portion of the contract year before the effective date of City of Joplin's termination is less than 12 full months.
Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.
Rebate Management Terms
Rebates will be remitted quarterly, no later than 180 days after the end of the incurred quarter.
All rebate guarantees are subject to the following terms:
“Rebate” means any discount or rebate that OptumRx receives from Drug Manufacturers, in OptumRx’s capacity as a group purchasing organization for Client, that is contingent upon and related directly to Member use of a Prescription Drug during the Term. “Rebate” does not include Manufacturer Administrative Fees, price protection amounts or any discount, price concession or other direct or indirect compensation OptumRx receives for the purchase of a Prescription Drug or for the provision of any product or service.
Select
City of Joplin's adoption, without deviation, of OptumRx’s formulary, as well as any changes OptumRx makes to its formulary.
Select Comprehensive
Select Comprehensive rebates are contingent upon: City of Joplin's adoption, without deviation, of OptumRx’s formulary and the following utilization management programs (Prior Authorization, Step Therapy and Quantity Limits) as well as any changes OptumRx makes to its formulary or utilization management programs.
Premium PDL
Premium Formulary rebates are contingent upon: City of Joplin's adoption, without deviation, of OptumRx’s formulary and formulary exclusions, as well as any changes OptumRx makes to its formulary and formulary exclusions; and the implementation of the step therapies required by OptumRx, as well as any changes OptumRx makes to its formulary or utilization management programs.
Rebates and the Guaranteed Rebate Amount excludes ineligible Claims, such as Claims with invalid service provider identification or Prescription Drug numbers; Claims with an invalid submit date; Claims with zero days supplied; Claims with zero quantity; Claims where the plan is not the primary payer; Claims for plans where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50 percent of the Claim when evaluated in aggregate at the therapeutic class level; Generic Drug Claims; products not covered by City of Joplin’s benefit design or formulary; fraudulent Claims; multi-source Brand Drugs; House Generic Drug Claims; direct member submitted Claims; Claims for devices without a Prescription Drug component or claims that are not for Prescription Drugs (except for insulins or diabetic test strips); Claims for re-packaged NDCs; stale dated Claims over 180 days old; Compound Prescription Drug Claims; Claims from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act; or Claims from entities eligible for federal supply schedule prices (for example, Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, Indian Health Services); long term care facility Claims; Medicaid Managed Care Claims in states where the state law prohibits OptumRx from collecting supplemental Rebates; or for utilization pursuant to a consumer card or discount card program

where the plan had no cost liability on the Claim or Claims that are otherwise not eligible for Rebates under the Rebate Agreement with the applicable Drug Manufacturer.
UMR may adjust Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if City of Joplin makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs, or (c) if future Formulary changes reduce Rebates. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement.
Rebate guarantees are reconciled in the aggregate.
City of Joplin may choose only one pharmacy network option during any given contract year. The following pharmacy network options are available for selection:
Broad Network
The Broad Network is OptumRx's most comprehensive pharmacy network and provides access to more than 67,000 retail pharmacies, including all major pharmacy chains.
Standard Network
The Standard Network is anchored by either Walgreens or CVS Pharmacy, based upon City of Joplin's selection. The Standard Network provides deeper discounts, but requires members to utilize a restricted network of pharmacies. The Standard Network provides access to approximately 50,000 retail pharmacies.
Walgreens90/CVS90 Saver Network
Under the Walgreens90/CVS90 Saver Network, Members may only obtain retail 90 prescriptions at a Walgreens Pharmacy (Walgreens90)/CVS Pharmacy (CVS90) or at OptumRx's Home Delivery Pharmacy, with the exception that up to 2 retail 30 prescriptions ("Grace Fills") may be filled at any Network Pharmacy. Members shall be incentivized to use the Walgreens90/CVS90 Saver Network through copayment design, with the exception of Grace Fills. Members shall pay 50 percent of the cost of any retail maintenance prescription filled outside of a Walgreens (Walgreens90)/CVS (CVS90) Pharmacy or OptumRx's Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for Walgreens90/CVS90 Saver are contingent upon OptumRx's Home Delivery Pharmacy acting as the exclusive mail service provider. Maintenance status of a claim is defined by the Pricing Source maintenance indicator.
Walgreens90/CVS90 Saver Plus Network
Under the Walgreens90/CVS90 Saver Plus Network, Members may only obtain retail 90 prescriptions at a Walgreens Pharmacy (Walgreens90)/CVS Pharmacy (CVS90) or at OptumRx's Home Delivery Pharmacy, with the exception that up to 2 retail 30 prescriptions ("Grace Fills") may be filled at any Network Pharmacy. Members shall be incentivized to use the Walgreens90/CVS90 Saver Plus Network through copayment design, with the exception of Grace Fills. Members shall pay 100 percent of the cost of any retail maintenance prescription filled outside of a Walgreens (Walgreens90)/CVS (CVS90) Pharmacy or OptumRx's Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for Walgreens90/CVS90 Saver Plus are contingent upon OptumRx's Home Delivery Pharmacy acting as the exclusive mail service provider. Maintenance status of a claim is defined by the Pricing Source maintenance indicator.

Fees for Optional Services

[Placeholder for final elected services]

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

UMR may receive direct or indirect compensation from third parties in the course of administering Customer's Plan(s), such as commissions paid to UMR for the placement of stop loss policies, or being the third party administrator of record. All third party compensation received is taken into account by UMR when it prices the administrative fees that it charges Customer for services under this Agreement to the extent reasonably possible, it being understood that certain compensation relates to UMR's total book of business rather than to any single customer.

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Consult your UMR representative for a list of preferred markets.

Certain pharmacies may be exempt from the above rates and discounts if they are located in a state that elects to participate at a state fee schedule rate.

UMR agrees to use commercially reasonable efforts to ensure that the Plan remains cost neutral when Average Wholesale Pricing (AWP) modifications occur, however it is understood that UMR has no control over changes in federal, state or other applicable law or regulation that requires AWP modifications, or if there is a material change to the AWP as published by the pricing agency that establishes Average Wholesale Prices.

Implementation Credit

UMR is providing an implementation credit to Customer as shown in the Fee table above. UMR will apply the implementation credit to Customer's administrative fee billing until the credit amount is exhausted, starting with the initial billing.

Conditions: The following conditions apply to the one-time implementation credit:

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Assumes an enrolled employee count within 15% of the quoted employee count of 496.
- Assumes an Effective date of January 1, 2021.

Early Termination Fees. In exchange for this credit, Customer agrees to repay UMR the following amounts, not to exceed the actual amount credited, if Customer terminates this Agreement prior to the end of the initial three-year term for reasons other than UMR's material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR $15,000.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR $10,000
- If Customer terminates the Agreement during the third year of the Agreement, Customer shall pay UMR $5,000

Wellness Credit

UMR has provided a annual wellness credit as shown in the Fee table above to Customer for purposes of implementing wellness initiatives. This credit can be used towards UMR Health and Wellness programs, if purchased, and related resources used to improve the health and well-being of persons.

Eligible Services Covered by the Wellness Credit includes:

- UMR Health & Wellness services to include Clinical health risk assessments (CHRAs), biometric screenings, cholesterol, blood pressure, glucose, etc. or health coaching.

- Incentives provided to encourage participation in wellness programs such as gift cards for CHRA and biometric completion, or for coaching completion, company-wide drawing, fitness equipment at a person's desk such as peddlers, stretch bands, balance ball chairs, or walking workstations.
- Fitness packages such as pedometers, exercise logs, weight loss, nutrition or exercise guidelines.
- Fitness center equipment
- Wellness resource library – DVDs and CDs
- Wellness program communication plan
- One-week, onsite, enhanced environmental audit (available through UMR)
- Onsite fitness testing program (available through UMR)
- Onsite coaching – 2 days/quarter (available through UMR)
- Onsite health and wellness or behavioral change classes such as Weight Watchers or stress management.
- Fund company-wide fitness or wellness competitions such as Biggest Loser, or Get Fit.
- Flu shots

UMR will consult with Customer to develop a plan to use wellness credits, if requested. Expenses not listed above are subject to prior written approval by UMR.

Conditions: The following conditions apply to the wellness credit:

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Any unused credit dollars at the end of the specified term are forfeited by the Customer.
- Reimbursement or payment will not be made directly to any person or vendor.
- Approved credit expenses are credited to the ASO fees on the monthly bill.
- Assumes final medical enrollment is within 15% of the quoted employee count of 496.

Early Termination Fees. In exchange for this credit, Customer agrees to repay UMR the following amounts, not to exceed the actual amount credited, if Customer terminates this Agreement prior to the end of the initial three-year term for reasons other than UMR's material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR 100% of the wellness credit.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR 50% of the wellness credit.
- If Customer terminates the Agreement during the third year of the Agreement, Customer shall pay UMR 25% of the wellness credit.

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Base Medical Service Fees payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. If the Agreement terminates prior to the Customer's recovery of such credit, UMR shall refund such amount to the Customer for each deviation from the performance guaranteed in this Exhibit (as defined below). Such service fee credit will be granted providing the conditions identified below are met. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period of the Agreement, unless otherwise amended. With respect to the aspects of UMR's performance addressed in this Exhibit, these fee adjustments are Customer's exclusive financial remedies.

The first year of the performance guarantees will run for a nine-month period and will apply to all medical claims processed by UMR from April 1, 2021 through December 31, 2023. Thereafter, the performance guarantees shall be based on medical claims processed during the succeeding twelve-month Agreement year.

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.

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

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, UMR may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If UMR specifies new performance guarantees, UMR 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 claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

The parties agree to the minimum performance guarantees set forth below. Should plan enrollment decrease by more than fifteen percent (15%) these performance guarantees are terminated and null and void.

I. Financial Accuracy

UMR agrees that Claim payments, on an aggregated dollar basis, shall be ninety-nine percent (99%) accurate to the plan of benefits. If however, the financial accuracy falls below the agreed upon level, UMR will give a credit as stated on the table below.

Financial Accuracy will be calculated by dividing the total audited dollars paid correctly by the total audited dollars processed. This will be measured on department results.

UMR's Performance	Penalty
99% or higher	0%
98.5% to 98.9%	1%
98.0% to 98.4%	2%
Less than 98.0%	3%

II. Turnaround Time

UMR agrees that ninety percent (90%) of all clean Claims will be processed within 10 business days from the date that UMR receives all information necessary to adjudicate the Claim. In the event that UMR's turnaround time falls below the agreed upon level, UMR will give a credit as stated on the table below.

Claims will be considered "processed" when UMR has released the Claim for payment, denial or request for additional information. This will be measured on department results.

UMR's Performance	Penalty
90.0% or higher	0%
85.0% to 89.9%	1%
80.0% to 84.9%	2%
Less than 80.0%	3%

III. Customer Service

UMR guarantees the following levels of customer service will be maintained.
These areas are all measured based on department results.

1. Average speed-to-answer telephone calls

UMR agrees that on average, calls will be answered in thirty (30) seconds or less. If calls are answered in more than thirty (30) seconds, UMR will give a credit as stated on the table below.

UMR's Performance	Penalty
30 seconds or less average	0%
31 to 45 seconds average	1%
46 seconds or higher average	2%

2. Abandonment Rate

UMR agrees that on average, three percent (3%) or less of calls may be abandoned. If more than the agreed upon level of calls are abandoned, UMR will give a credit as stated on the table below.

UMR's Performance	Penalty
3.0% or less average	0%
3.1% to 4.0% average	1%
More than 4.0% average	2%

Aggregate Penalty: The aggregate maximum penalty will not exceed 5% of the annual base medical administration fee and the network access fees.

Performance Guarantee Conditions:

- Performance Guarantees begin 90 days after plan effective date.
- Performance Guarantees are for medical claims administration.
- Performance Guarantees are measured annually.
- Performance Penalties will be credited on the invoice following the annual measurement.
- Performance Guarantees are not in effect until a signed administrative service contract is received.

Account Management

UMR agrees the account management scorecard will be an average of 3 or higher. Every quarter we will send the scorecard to you via email. You will have three weeks to respond. If we don't hear back from you, the rating defaults to an automatic average of 4 (4=always meets expectations). If however, the score falls below the agreed upon level, UMR will give a credit as stated on the table below.

The guarantee is calculated by the average of all eight measurable needs on the attached account management service scorecard:

UMR's Performance	Penalty
Average score of 3 or higher	0% of medical administration and network access fee
Average score of 2.5 through 2.99	1% of medical administration and network access fee
Average score of 2.0 through 2.49	2% of medical administration and network access fee
Average score below 2	3% of medical administration and network access fee

Aggregate Penalty: The aggregate maximum penalty will not exceed 3% of the annual base medical administration fee and the network access fees.

Guarantee Conditions:

- Performance Guarantees are measured annually.
- Performance Penalties will be credited on the invoice following the annual measurement.
- Performance Guarantees are not in effect until a signed administrative service contract is received.

Proprietary Information of UnitedHealth Group

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is incorporated into and made part of the Administrative Services Agreement ("Agreement") between UMR, Inc. on behalf of itself and its affiliates ("Business Associate") and City of Joplin, MO ("Covered Entity") and is effective on 1/01/2021.

The parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA").

1.2 "Privacy Rule" means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to the performance of the Services.

1.4 "Security Rule" means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.5 "Services" means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

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

2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law, except that to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D) Business Associate shall pay for the reasonable and actual costs associated with those notifications.

2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure, of PHI that apply to Business Associate with respect to that PHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.

2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.

2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

2.10 comply with the applicable requirements of 42 CFR Part 2 to the extent Covered Entity, a Part 2 program or another lawful holder provides Part 2 Records to Business Associate in accordance with 42 CFR § 2.32 or Subpart D.

3. RESPONSIBILITIES OF COVERED ENTITY

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

3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

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

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule, which de-identified information does not constitute PHI, is not subject to this BAA and may be used and disclosed on Business Associate's own behalf.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.

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

5. TERMINATION

5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of the Covered Entity, if feasible to do so, including such PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

6. MISCELLANEOUS

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

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