ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Insurance Company (“Our,” “Us,” or “We” in this Agreement) and City of Overland Park Kansas (“You” or “Your” in this Agreement) is effective January 1, 2004 (“Effective Date”). This Agreement covers the services we are providing to you for use with your self-funded Subscriber benefit plan.

This Agreement is structured so that the General Provisions appear first and the related Exhibits follow. The Agreement consists of this page, the main body following this page, and the Exhibits.

United HealthCare Insurance Company identifies this arrangement as Contract No.: 704447.

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

United HealthCare Insurance Company
450 Columbus Blvd.
Hartford, CT 06115-0450

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

City of Overland Park Kansas
8500 Santa Fe Drive
Overland Park, Kansas 66212

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

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Section 1 - Definitions

When these terms are used in the Agreement they have the meanings shown. The words may or may not be capitalized and may be singular or plural.

Agreement Period: Period of twelve (12) months commencing on the Effective Date. You may renew this Agreement for up to two additional one year terms, provided you are under no obligation to do so.

Bank: JP Morgan Chase, New York, New York.

Confidential Participant Information: Information that contains personally identifiable health information about a Participant.

DDA (Demand Deposit Bank Account): Bank Account maintained for the payment of Plan benefits, expenses, and fees.

Description of Benefits: Document(s) provided to Participants describing the terms and conditions of coverage offered under the Plan.

Managed Care Network: Group of Network Providers 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 Pharmacy: Pharmacy which has entered into an agreement with us or our affiliate or subcontractor to provide prescription drug services to Participants.

Network Provider: Health care provider who participates in one of our Managed Care Networks.

Overpayments: Payments that exceed the amount payable under the Plan (for example, because of a provider billing error, retroactive or inaccurate eligibility information, coordination of benefits, Medicare disputes, or missing information), and other overcharges made by providers, including hospitals discovered during the course of a hospital bill audit.

Participant: Subscriber 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 we are administering, as described in the Description of Benefits.

Plan Administrator: "Administrator" or "Plan Administrator" shall refer to the current or succeeding person, committee, partnership, or other entity designated as such by the terms of the instrument under which the Plan is operated, or by law.

Proprietary Business Information: Information about your business or our business that is confidential, proprietary, trade secret or is not readily available to the general public; or, information that has been designated by you or us as confidential or proprietary.

Protected Health Information: PHI is Protected Health Information, as defined under the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA), we receive from or on behalf of the Plan.

Self-Fund or **Self-Funded:** Means that you have the sole responsibility to pay, and provide funds, for all Plan benefits. We have no liability to provide these funds.

Standard of Care: In providing all services set forth in this Agreement, we shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent claims administrator acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Systems: Means our systems that we make available to you to facilitate the transfer of information in connection with this Agreement.

Subscriber: Eligible person as defined by the Description of Benefits document, who is properly enrolled for coverage under the Plan. The Subscriber is the person (who is not a dependent) on whose behalf coverage under the Plan is provided.

Tax or **Taxes:** Taxes, assessments and all other federal, state, local or other governmental charges.

Urgent Care Claims: A claim that requires notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize the Participant's life or health or the ability to regain maximum function, or in the opinion of a physician with knowledge of the Participant's medical condition could cause severe pain.

Section 2 - Subscriber Benefit Plan

Section 2.1 The Plan. The Plan to which this Agreement applies is the City of Overland Park, Kansas Self-Insured Group Health Care Benefit Plan.

Section 2.2 Responsibility for the Plan. Except to the extent this Agreement specifically requires us to have the fiduciary responsibility for a Plan administrative function, you accept total responsibility and exclusive authority including but not limited to the following: 1) its benefit design; 2) the exclusive, final and binding discretionary authority and power to interpret the terms, conditions, limitations, and exclusions of the Plan as described in Section 12.2 of this Agreement; and 3) compliance with any laws that apply to you or the Plan, whether or not you or someone you designate is the Plan Administrator. We are not the Plan Administrator of the Plan. You shall have the right to delegate such discretionary authority to other persons to include persons or entities providing services in regard to the Plan.

Section 2.3 Description of the Plan. You will give us written approval of a written description of the Plan benefits and Plan provisions in a timely manner, so that we will be able to provide our services under this Agreement on the Effective Date.

Section 2.4 Plan Consistent with the Agreement. You represent that Plan documents, including the Description of Benefits, are consistent with this Agreement. You will provide us with copies of Plan documents and Subscriber communications prior to distributing these materials to Subscribers or third parties. You will amend them if we determine that references to us are not acceptable, or any Plan provision is not consistent with this Agreement or the services that we are providing.

Section 2.5 Plan Changes. The Plan or Description of Plan Benefits may be amended by you in your discretion, but you will notify us in writing if you change the Plan's benefits or other relevant Plan provisions, including termination of the Plan, within a reasonable period of time**,** but at least ninety (90) days prior to the change becoming effective. We can decide whether or not we will continue providing our services as a result of those changes. We have the option of giving you sixty (60) days written notice of termination of this Agreement following our receipt of your notice of the change. Any change in the nature of the services provided by us must be approved in writing by us for the change in services to be included under this Agreement. We shall be responsible for drafting all plan Benefit amendments in a timely fashion. Any increase or change in the nature of the services provided by us under this Agreement which would be caused by the amendment must be approved in writing by us for the change in services to be included under this Agreement. Any such approved increase or change shall also be a basis for us to request renegotiation of the service fee you are obligated to pay pursuant to this Agreement. In the event the parties cannot agree on a new service fee within 30 days of the date we receive written notice of the change, we shall have no obligation to provide the changed service and we may terminate this Agreement upon sixty (60) days written notice to you.

Section 3 - Records, Information, Audits

Section 3.1 Records. We will keep records relating to the services we provide under this Agreement for as long as we are required to do so by law.

Section 3.2 Access to Information. If you need information, for an audit or otherwise, that we have in our possession in order to administer the Plan, we will give you access to that information, if legally

permissible, as long as the information relates to our services under this Agreement, and you give us forty-five (45) days prior notice of the need for the information.

By execution of this Agreement you represent that you have a reasonable procedure in place for handling Confidential Participant Information as required by any then current law.

We will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless you demonstrate that the information is required by law for Plan purposes.

We will also provide reasonable access to information to an entity providing services to you, such as an auditor or other consultant, if you request it. Before we will give access to Confidential Participant Information to that entity, that entity must sign our "Third Party Disclosure Agreement", a specimen of which is attached to this Agreement as Exhibit B.

Section 3.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, you or a mutually agreeable entity may audit us to determine whether we are fulfilling the terms of this Agreement. You must advise us at least forty-five (45) days in advance of your intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by us. All audits shall be limited to information relating to the calendar year in which the audit is conducted and/or the immediately preceding calendar year unless agreed to by the parties. With respect to our transaction processing services, the audit scope and methodology shall be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by us ("Scope").

You will pay any expenses that you incur, and will be charged a reasonable fee, for more than one audit every twelve (12) months, for any on-site audit visit that is not completed within five (5) business days, or for sample sizes exceeding the Scope set forth above. You will incur a per claim charge for samples in excess of the Scope; and a $1000 charge for each day an audit exceeds the five (5) day on-site review limit per year. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope. You will also pay any unanticipated expenses we incur and all expenses incurred by us on any audit initiated after this Agreement is discontinued**,** provided we notify you in advance as to the amount of the expense.

You will provide us with a copy of any audit reports.

Section 3.4 Proprietary Business Information. Proprietary Business Information will be used solely to administer the Plan or to perform duties or obligations under this Agreement. During the term of the Agreement and subject to the provisions of the Kansas Open Records Act if applicable, the parties agree that Proprietary Business Information will not be disclosed to any person or entity other than either party's employees, subcontractors, or representatives needing access to such information to administer the Plan or perform under this Agreement.

Section 3.5 PHI. The parties agree that PHI will be used solely to administer the Plan or to perform duties or obligations under this Agreement in accordance with any applicable laws. The parties agree that PHI will not be disclosed to any person or entity other than either party's employees, subcontractors, or representatives needing access to such information to administer the Plan or perform under this Agreement provided proper business associate agreements are executed and maintained when required under the HIPAA privacy regulations.

(a) In addition to the permitted uses stated above, the parties agree that we may also use PHI for the following purposes:

(i) our proper management and administration and to fulfill any present or future legal responsibilities;

(ii) disclose the PHI to third parties for the purpose of our proper management and administration or to fulfill any present or future legal responsibilities; provided, however, that the disclosures are required by law or we have received from the third party written

assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and the third party will notify us of any instances of which it becomes aware in which the confidentiality of the PHI has been breached;

(iii) aggregate the PHI as permitted under HIPAA;

(iv) de-identify any and all PHI provided that we de-identify the information in accordance with HIPAA. De-identified information does not constitute PHI, is not subject to the terms and conditions of this Section 3.4, may be used by us or a related entity for research, creating comparative databases, statistical analysis, or other studies, and is considered by us to be Proprietary Business Information;

(v) use, or disclose to a related entity, PHI for research, as defined under the privacy regulations issued pursuant to HIPAA, including but not limited to projects for therapeutic outcomes research, and for epidemiological studies. We will obtain and maintain, on behalf of Plan, any consents, authorizations or approvals that may be required by applicable federal or state laws and regulations for use or disclosure of PHI for such purposes. We will maintain the confidentiality of such information as it relates to any individual Participant, provider, or your business. The research, databases, analyses, and studies are considered by us to be Proprietary Business Information; and

(vi) create or use, or disclose to a related entity to create or use, limited data sets as permitted under HIPAA. We also may disclose limited data sets to a related entity, you or your vendors at your direction, provided however, we or any recipient to whom we disclose such limited data sets agree we shall limit use of the limited data sets to research, health care operations or public health purposes and further agree we or the recipient shall:

(1) Not use or further disclose the limited data sets other than as permitted by this Agreement or as otherwise required by law;

(2) Use appropriate safeguards to prevent use or disclosure of the limited data sets other than as provided for by this Agreement;

(3) Report to you any use or disclosure of the limited data sets not provided for by this Agreement of which we become aware;

(4) Ensure that any agents, including a subcontractor, to whom we provide the limited data sets agrees to the same restrictions and conditions that apply to the limited data set recipient with respect to such information; and

(5) Not re-identify the PHI in the limited data sets or contact the individuals.

These limited data sets are considered by us to be Proprietary Business Information.

(b) Our Obligations. We agree that we shall:

(i) not use or further disclose the PHI other than as set forth by this Agreement or required by law;

(ii) use appropriate safeguards to prevent use or disclosure of PHI other than as set forth or required by this Agreement;

(iii) report to Plan any use or disclosure of any PHI of which we become aware that is not set forth by this Agreement;

(iv) ensure that any subcontractor or agent to whom we provide any PHI agrees to the same restrictions and conditions that apply to use with regard to the use and/or disclosure of PHI pursuant to this section

(v) respond to individuals' requests for access to PHI in our possession that constitutes a Designated Record Set in accordance with HIPAA;

(vi) incorporate any amendments or corrections to the PHI in our possession that constitutes a Designated Record Set in accordance with HIPAA;

(vii) provide to individuals an accounting of disclosures, in accordance with HIPAA;

(viii) make our internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of determining your compliance with HIPAA; and

(ix) except as provided for herein or as required by law, upon termination of this Agreement, return to Plan or destroy the PHI and retain no copies in any form, if feasible. If we determine that returning or destroying the PHI is infeasible, we agree to extend the protections, limitations and restrictions of this section to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as we maintain such PHI.

(c) Plan and Employer-Plan Sponsor Obligations.

(i) You agree to amend your Plan documents to include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the HIPAA privacy regulation.

(ii) Plan agrees that it will (1) obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing us the PHI, except as provided for in Section 3.4 above; and (2) not furnish us any PHI that is subject to any arrangements permitted or required of Plan that may adversely affect our ability to use and/or disclose PHI under this Agreement, including, but not limited to, restrictions on the use and/ or disclosure of PHI as provided for in HIPAA.

Section 4 - Indemnification

Section 4.1 We Indemnify You. We will indemnify you and hold you harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that you incur, including reasonable attorneys' fees, which arise out of our gross negligence or willful misconduct in the performance of our obligations under this Agreement or our material breach of this Agreement. Notwithstanding, you shall remain responsible for payment of benefits and our indemnification to you shall not extend to indemnification of you or the Plan against any claims, liabilities, damages, judgment, or expenses that constitute payment of benefits.

Section 5 - Plan Benefits Litigation

Section 5.1 Litigation Against Us. If a demand is asserted or litigation or administrative proceedings are commenced by a Participant or health care provider against us, or against the Plan and us jointly, to recover Plan benefits, related to our duties under this Agreement ("Plan Benefits Litigation"), we will select and retain defense counsel to represent our interest. In actions asserted against both you and us, and provided no conflict of interest arises between the parties, we will agree to joint defense counsel. All legal fees and costs we incur in defense of the litigation will be paid by you up to the sum of twenty-five thousand dollars ($25,000) per any calendar year, regardless of the number of claims we may have defended during that year. The failure to provide notice of Plan Benefits Litigation does not relieve you of your obligation to pay our legal fees and costs as set forth within. Both parties will cooperate fully with each other in the defense of the Plan Benefits Litigation. We will have discretion to resolve Plan Benefits Litigation to the extent that Section 12.2 grants such discretion, provided discretion is exercised in a reasonable manner and for a reasonable amount under the circumstances.

In all events, you are responsible for the full amount of any Plan benefits paid as a result of such litigation.

Section 5.2 Litigation Against You. If litigation or administrative proceedings are commenced against you

and/or the Plan, you will select and retain counsel and you will be responsible for all legal fees and costs in connection with such litigation. We will cooperate fully in the defense of litigation arising out of matters relating to this Agreement.

Section 6 - Taxes And Assessments

Section 6.1 Payment of Taxes and Expenses. In the event that the Plan, you, the arrangement established by this Agreement, or any payments for claims for Health Services or fees to us are subjected to any form of governmental or regulatory charges, including any premium taxes, insolvency fund fees, guarantee fund fees or any similar charges, such charges shall be the sole responsibility of you or the Plan and you or the Plan agree to reimburse us for such charges.

Section 6.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to tax reporting requirements, you are responsible for complying with these requirements.

Section 7 - Your Other Responsibilities

Section 7.1 Eligibility Information. You will tell us which of your Subscribers, their dependents and/or other persons are eligible to be Participants. This information must be accurate and provided to us in a timely manner and in an agreed to format. You will notify us of any change to this information as soon as reasonably possible.

We shall be entitled to rely on the most current information in our possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement.

Section 7.2 Notices to Participants. You 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 of this Agreement's discontinuance, you will notify all Participants of the discontinuance of the services we are providing under this Agreement.

Section 8 - Service Fees

Section 8.1 Service Fees. You will pay us fees for our services. The service fees listed in Exhibit A of this Agreement are effective for the Agreement Period shown in the Exhibit. In addition to the service fees specified in Exhibit A, you must also pay us any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 8.2 Changes in Service Fees. We can change the service fees: (1) on each Agreement Period anniversary; (2) any time there are changes made to this Agreement or the Plan, which affect the fees; (3) when there are changes in laws or regulations which affect the services we are providing, or will be required to provide, under this Agreement; or (4) if the number of Subscribers covered by the Plan or any option of the Plan changes by ten percent (10%) or more (e.g., when Participants change from an indemnity plan to a plan with a network differential). Any new service fee which arises out of such change will be effective on the date those changes occur, even if that date is retroactive.

We shall, however, provide you with one hundred twenty (120) days prior written notice of the revised service fees for subsequent Agreement Periods, item (1) above. Service fee adjustments relating to an Agreement Period anniversary shall become effective on the later of the first day of the new Agreement Period or one hundred twenty (120) days after we provide you with written notice of the new fees.

If you do not agree to the new service fees, you may terminate this Agreement upon thirty (30) days written notice after you receive written notice of the new fees. You must still pay any amounts due for the periods during which the Agreement is not terminated.

Section 8.3 Due Dates, Payments, and Penalties. In some cases, we will bill you for the amounts that you owe us. In those cases, the amounts owed are due and payable on the Due Date shown on the bill. In other cases, we will provide you with statements in advance that you complete and either send to us or verify

through an electronic acknowledgement. In those cases, the Due Date for these amounts is on the first day of each calendar month. If amounts owed are not paid within fifteen (15) days after their Due Date ("Grace Period"), you will pay us interest on these amounts at the prime interest rate plus 2%. You agree to reimburse us for any costs that we incur to collect these amounts. Our determination to provide you with a Grace Period is based on your financial condition, as viewed by us, as of the Effective Date, and your compliance with material financial obligations. In the event we determine, based on reasonable information and belief, that your financial condition has deteriorated, or you continue to fail to comply with material financial obligations set forth in this Agreement, we may remove the Grace Period upon notice to you and reserve the right to either charge interest on payments not received following the Due Date or terminate the Agreement if payments are not received by the Due Date.

Section 8.4 Reconciliation. For each Agreement Period, we will reconcile the total amounts you paid with the total amounts you owed. If the reconciliation indicates that we owe you money, your next payment will be credited. If the reconciliation indicates that you owe us money, we will invoice you for the amount due. In those cases, the Due Date for these amounts is on the first day of the next calendar month. You will pay us within fifteen (15) days after receiving notice of the amounts that you owe us. For payments made after this fifteen (15) day period, you will pay us interest on these amounts at the interest rate that we charge our other self-funded customers.

If the Agreement is terminated, then we will pay you the amount owed within fifteen (15) days after we perform a final reconciliation. If the final reconciliation indicates that you owe us money, you will pay us within fifteen (15) days after receiving notice of the amount owed.

For payments you make after fifteen (15) days of receiving notice of the amounts that you owe us, we will charge interest at the prime interest rate plus 2%.

Section 8.5 Cash Basis Law. You are obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during your current budget year. In the event you do not so budget and appropriate the funds, the parties shall be relieved from all obligations, without penalty, under this Agreement.

Section 9 - Term Of The Agreement

Section 9.1 Services Begin. We will begin providing you services under this Agreement on the Effective Date. Our services apply only to claims for Plan benefits that are incurred on or after the Effective Date.

This Agreement will apply for an Agreement Period commencing on the Effective Date.

Section 9.2 Services End. Unless otherwise provided herein or agreed to, our services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, we may agree to continue providing certain services beyond the termination date.

Section 10 - Termination Of The Agreement

Section 10.1 Termination Events. This Agreement will terminate when: (1) The Plan terminates. (2) Both parties agree to terminate the Agreement. (3) After either party gives the other party at least sixty (60) days prior written notice. (4) We give you notice of termination because you did not pay the fees or other amounts you owed us under this Agreement. (5) You fail to provide the required funds for payment of benefits. (6) Either party is in material breach of this Agreement, other than by non-payment or late payment by you of fees owed, and does not correct the breach within sixty (60) days after being notified in writing by the other party. (7) Any state or other jurisdiction penalizes a party for administering the Plan under the terms of 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. (8) There may be other places in this Agreement authorizing you or us to terminate the Agreement.

Section 10.2 Run-Out Administration. We will provide claim processing services for a period of six (6) months following the Agreement's termination. This provision applies only to claims for health services

incurred prior to the termination of the Agreement Period. All other terms of this Agreement will apply to these post-termination services. However, we will not provide these services after the Agreement's termination, if the Agreement was terminated because you failed to pay us fees due, you did not provide the funding required under Section 12.3, or when there is termination for any other material breach. The fee for run-out services for 6 months will be calculated by taking the average number of subscribers for the last three months of the contract multiplied by three times the administration fee in effect at the time of termination.

When this Agreement terminates, the method of providing funds for Plan benefits remains in place for a limited period of time as agreed to by the parties. At the end of this period, we will place stop payments, at your expense, on all checks that remain uncashed.

Section 11 - Disputes

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 such negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests.

Section 12 - Services Provisions

Section 12.1 Claims Processing. Claims for Plan benefits must be submitted in a form that is satisfactory to us. We will make the determination as provided in Section 12.2 as to whether a benefit is payable under the Plan's provisions.

In applying the Plan's provisions, we will use claim procedures and standards that we develop for benefit claim determination. You delegate to us the discretion and authority to use such procedures and standards.

The rate of accuracy of benefit payments shall be consistent with the accuracy rate that a reasonably prudent claims administrator would be expected to achieve under similar circumstances.

Plan benefits for health care services rendered by Network Providers will be equal to the amounts the Network Providers agreed to accept in the contractual arrangements governing their participation in the Managed Care Network. These amounts could be traditional fees for services, capitated rates, or some other kind of fee or rate. A capitated rate is an amount paid to a health care provider on a per participant per month basis or a similar arrangement.

Section 12.2 Benefit Determination and Appeals.

Appeals of Non-Urgent Care Claims. This section will apply to claims other than Urgent Care Claims as that term is defined in this Agreement.

You appoint us a named fiduciary with respect to (i) performing claim processing and payment, (ii) performing the fair and impartial review of initial claim determinations, and (iii) performing the fair and impartial review of initial appeals of denied claims. If a second appeal is requested, we will forward to you or your designee documentation regarding the denied claim necessary for you or your designee to conduct the final appeal. With respect to these functions, you delegate to us the discretionary authority to (i) construe and interpret the terms of the Plan, and (ii) determine the validity of charges submitted to us under the Plan. This delegation is subject to your retention of full responsibility as Plan Administrator for the final review of denied claims, and you have the discretionary authority to construe and interpret the terms of the Plan and to make final, binding determinations concerning the availability of Plan benefits.

If it is determined that a benefit is payable, we will issue a check for, or otherwise credit, the benefit payment to the appropriate payee. If we determine that all or a part of the benefit is not payable under the Plan, we will notify the claimant of the denial and of the claimant's right to appeal the denial. This notification will be designed to comply with our standards and applicable requirements for claim denial notices.

If we deny a Plan benefit claim, the claimant shall have the appeal rights set forth in the Description of

Benefits, and/or which are required under applicable law. We will process the initial appeal and determine whether a Plan benefit is available.

If, after the exhaustion of the initial appeal with us we determine that the Plan benefit is still not available, we will notify the claimant that the denial has been upheld and of their right to further appeal the denial to you for a full and fair review which will be final and binding. This notice will be designed to comply with our standards and applicable requirements for claim denial notices.

You will review the appeal and determine whether the Plan benefit is payable. If, after the review, you determine that the Plan benefit is payable, you will notify us and the claimant. If, after the review, you determine that the Plan benefit is still not payable, you will notify us and the claimant of the denial. This notice will be designed to comply with applicable requirements for final appeal determination notices. Your determination will be final and binding on the claimant and all other interested parties.

Appeals of Urgent Care Claims

Except as otherwise provided in this Agreement, you appoint us a named fiduciary under the Plan with respect to appeals of Urgent Care Claims as that term is defined in this Agreement. We will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible but not later than 72 hours from receipt of the request to appeal. You delegate to us the discretionary authority to construe and interpret the terms of the Plan and to make final binding determinations concerning the availability of Plan benefits regarding these claims.

Section 12.3 Providing Funds for Benefits. The Plan is Self-Funded. You are solely responsible for providing funds for payment for all Plan benefits payable to Network Providers or non-Network Providers. **Bank Account.** You will open and maintain a DDA at the Bank for purposes of providing us a means to access your funds for payment of Plan benefits. The DDA will be a part of the network of accounts that have been established at the Bank for our self-funded customers. However, the DDA will belong to you and the funds in it are yours.

Balance In Account. You will fund the DDA on a draft issuance basis. You agree that upon our call for funds, sufficient funds will be transferred to the DDA to cover drafts and non-draft items presented for payment against the DDA.

Issuing and Providing Funds for Checks. The checks we write and issue to pay Plan benefits under this Agreement will be written on one or more common accounts that are a part of the network of accounts maintained at the Bank for our self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify us and we will direct the Bank to accept or reject the checks. Then the Bank will withdraw funds from your DDA to fund the checks that are cashed.

Transfers of Funds. Funds will also be withdrawn from your DDA when a transfer of funds we have made to pay Plan benefits is made by the Bank. For example, when a wire transfer has been made to a health care provider to pay benefits under the Plan.

Service Fees and Other Expenses. Funds will also be withdrawn from your DDA on the due date of any service fees or other Plan expenses which you have authorized to be paid from the DDA.

Calls for Funds. The withdrawals for Plan benefits are paid for by the balance you maintain in the DDA.

Every business day, you will transfer to the DDA the amount of funds which have been requested that day for your issued drafts and all non-draft activity. You will transfer that amount using a method agreed upon by you, us and the Bank. In the event we determine, based on reasonable information and belief, that your financial condition has deteriorated, or you continue to fail to comply with material financial obligations set forth in this Agreement, we reserve the right to increase the frequency of such fund transfers and/or change the method of transfer.

Underfunding. If you do not provide the required amounts that have been requested in your DDA or for the funds that have been withdrawn from the DDA: (1) You must immediately correct the deficiency and provide prompt notice to us in either event. (2) If we first learn of the funding deficiency, we will provide you notice so that you can correct the problem. (3) You agree that we may stop issuing checks and suspend

any of our other services under this Agreement for the period of time you do not provide the required funding. (4) We can also elect to terminate this Agreement effective as of any date after one business day after we have given you notice of the funding deficiency, if you do not provide the required payment within this time period. The notice provisions contained in Termination Events, Section 10.1, do not apply to this breach. We may also place stop payments on checks, at your expense, if we determine that you do not have enough funds in your funding Bank Account to pay the checks that have been issued but not yet cashed. You will pay interest on the amount of underfunding at the prime interest rate plus 2%

At the end of each claims processing time period, we will provide notice to you of the amount needed to pay claims processed and fees that are due. That same day you will transfer via Automated Clearing House (ACH) transfer the designated amount to the DDA for payment of Plan benefits. Unless we determine that your financial condition as of the Effective Date as viewed by us has deteriorated, or you continue to fail to comply with material financial obligations set forth in this Agreement, you will initiate the fund transfers. If such conditions occur you agree to provide us with the authority to initiate the transfers.

Outstanding Checks. We will place stop payments, at your expense, on all checks we have issued under this Agreement if they have not been cashed within a certain period. This period will be reasonable, determined by us, and applied on a consistent basis to our self-funded customers.

Improper Payments. Any plan benefits paid from your account that are determined not to be properly charged to your account will be immediately reimbursed to your account.

New Banking Platform in the Future. In the future if a new banking platform is developed for the administration of your Plan benefits, you have the opportunity to terminate the current arrangement by switching to the new banking arrangement.

Termination of Agreement. When this Agreement terminates, the method of providing funds for Plan benefits remains in place for a limited period of time. After this period is over, that method of funding will cease and, instead, you will deposit and maintain in the DDA enough funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the DDA for a limited period of time in order to fund the outstanding checks. This period will be reasonable, determined by us, and applied on a consistent basis to our self-funded customers. At the end of this period, we will place stop payments, at your expense, on all checks that remain uncashed, and you will request in writing that your DDA be closed and recover any funds remaining in it. We will provide bank account statements and bank reconciliation reports, including reports you need for the purposes of escheatment.

Section 12.4 Managed Care Network Services. We will make available to Participants a Managed Care Network, located in agreed to geographical sites with Network Providers who render health care and/or mental health and substance abuse care. We will provide you with directories of Network Providers, and with periodic updates and/or telephonic access to the information in the directories.

The make-up of the Managed Care Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

We will maintain a grievance process so that Participants may obtain assistance with, and express their opinions about, their use of the Managed Care Network.

We do not employ Network Providers and they are not our agents or partners. Network Providers participate in Managed Care Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants.

Section 12.5 Medical Management Services. We shall provide our care coordination services in accordance with the provisions contained in this section. The care coordination program focuses on offering education, accelerating access to care and providing surveillance and monitoring of chronic conditions. These services include the review of Participants' diagnosis and proposed health care treatments with respect to whether or not the service is appropriate to treat the condition. The services are designed to facilitate member education, identify and prevent delays in treatments, and provide intervention with respect to Participants' health care needs. We will review health care services and supplies to determine whether they are covered services under the Plan. If we determine that services or supplies are

not covered under the Plan, then we will provide the appeal services outlined in Section 12.2 of the Agreement.

Section 12.6 Additional Medical Management Services.

Case Management Services. We may provide, when appropriate for the individual Participant, certain case management services, which are designed to provide a proactive, systematic process of coordination of health care services, including the evaluation of inpatient, outpatient and ancillary services, member education, the review of the short term outpatient care needs and where appropriate, coordination and facilitation of discharge planning needs. These services address the unmet health care needs of Participants who are not eligible for a disease management program under the Plan but are at significant risk for declining health status and high medical expenses.

We also provide an Alternative Benefit Program (ABP) of benefit coverage for health care services. This ABP program is designed by us for the diagnosis and/or treatment of a particular Participant's illness or injury with appropriate and cost effective health care services and supplies alternatives that would otherwise not be covered by the Plan. The Plan will pay for and cover as Plan benefits the health care services and supplies contained in the ABP program. You consent to our use and administration of the ABP program and delegate to us the discretion and authority to develop and revise ABPs.

We will work with Participants who satisfy the criteria for participation in case management services to develop a program of benefit coverage with appropriate and cost-effective heath care services and supplies for the diagnosis and/or treatment of the Participant's condition. If the Participants and health care provider are not willing to participate in the process, we will not provide these services.

Section 12.7 Transplant Benefit Management Services.

We agree to provide you and your Plan access to Transplant Benefit Management Services, as described below.

a. **U.R.N. Transplant Network Access.** We agree to provide you access to a network of credentialed transplant programs. Transplant services rendered by those facilities, and the discounted rates for those services, are available to you based upon the contractual relationship between our affiliate, United Resource Networks (U.R.N.) and the facilities contained within the U.R.N. Transplant Network. Access to these relationships is made available to all Participants who are authorized to receive transplant-related services.

U.R.N. determines what transplant programs are qualified for participation in the U.R.N. Transplant Network and will provide you with a list of those programs. The list of participating programs changes from time to time and you will be provided written notice of changes. You agree to amend the Plan consistent with the changes made to the list within a reasonable period of time after notice is given.

The following services and supplies offered by a participating transplant program are typically included in the U.R.N. Transplant Network contractual relationship: evaluation of the Participant for transplant; donor searches; organ acquisition and procurement; hospital and physician fees; transplant procedures; and follow-up care for a period up to one year after the transplant.

You agree that the Plan will pay for and cover as Plan benefits the services and supplies rendered to Participants in a participating program in accordance with this section. You delegate to us the discretion and authority to approve for payment under the Plan those services and supplies rendered to Participants for transplant services rendered at participating programs**.**

b. **Transplant Access Program.** We will also provide you with access to a group of transplant programs that, while not credentialed as part of the U.R.N. Transplant Network, have agreed to provide transplant services at discounted rates. U.R.N. coordinates the contractual arrangement with programs participating in the Transplant Access Program. All Participants authorized to receive transplant-related services may access these relationships.

You will be provided a list of Transplant Access Program participating facilities. This list will be

modified from time to time and you will be provided written notice of changes.

The following services and supplies offered by a participating transplant program are typically included in the Transplant Access Program contractual relationship: evaluation of the Participant for transplant; donor searches; organ acquisition and procurement; hospital and physician fees; and transplant procedures. The relationship with these programs does not typically include a discount for follow-up care.

You agree that the Plan will pay for and cover as Plan benefits the services and supplies rendered by the transplant programs participating in the Transplant Access Program. You delegate to us the discretion and authority to approve for payment under the Plan those services and supplies rendered to Participants when these services cannot be provided through use of the U.R.N. Transplant Network as described in subsection a. above.

Transplant services rendered at programs that do not participate in either the U.R.N. Transplant Network or the Transplant Access Program are not eligible for coverage under the Plan.

Section 12.8 Claim Recovery Services. We will provide recovery services for Overpayments. We will reimburse you for, and you will not be responsible for recovery costs associated with, any Overpayments made by us due to our failure to act in accordance with the Standard of Care.

You will be charged fees when any of the services described in this section are provided by us through a subcontractor except if we fail to meet our Standard of Care. The fees are deducted from the actual recoveries. You will be credited with the net amount of the recovery. We will provide you with a written notice of the basis of the fees for which you are charged; and, advance notice of any material changes in such fees or our recovery services.

You delegate to us the discretion and authority to develop and use standards and procedures for any recovery under this section, including but not limited to, whether or not to seek recovery, what steps to take if we decide to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount of the claim. You recognize that use of these standards and procedures may not result in recovery or in full recovery for any particular case. We will not pursue any recovery if any applicable law does not permit it, or, if recovery would be impractical. We may choose to initiate litigation to recover payments, but we have no obligation to pursue litigation. If we initiate litigation, you will cooperate with us in the litigation.

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

You will not engage any entity except us to provide these recovery services without our prior approval.

We agree that our recovery efforts or those of any and all subcontractors complies with all federal and state requirements for such activities.

Section 12.9 Abuse and Fraud Management. We will provide services related to the detection and prevention of abusive and fraudulent claims.

Our Abuse and Fraud Management processes will be based upon proprietary and confidential procedures, modes of analysis and investigations we develop.

We will use these procedures and standards in delivering Abuse and Fraud Management services to you and our other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if we decide to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount. You delegate to us 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.

You recognize that the use of these procedures and standards may not result in recovery or in full recovery for any particular case. We do not guarantee or warranty any particular level of prevention, detection, or

recovery. We agree to perform Abuse and Fraud Management services pursuant to the industry standards for such services.

Fees apply for abuse and fraud recoveries, and are equal to our recovery costs and will be deducted from the actual recoveries. If this Agreement terminates, or if our claim recovery services terminate, we can elect to continue abuse and fraud recoveries. The contingency fees will continue to apply.

Section 12.10 Claims by Other Parties. If there is any third party claim that we are an entity responsible for funding a health care claim on behalf of the Plan or a Participant, including but not limited to a claim raised by the federal government based upon the federal Medicare Secondary Payer laws, you shall be responsible with respect to such third party claim, including all costs in handling such claim. You shall cooperate with us as necessary to facilitate timely payment when appropriate.

Section 12.11 Escheat. You are solely responsible for complying with all abandoned property or escheat laws, and for making any required payments and for filing any required reports, to the extent they may be applicable.

Section 12.12 Assistance with General Plan Administration. We will provide administrative services including: (a) our employer administration kit; (b) administration forms and service orientation; (c) a toll-free customer service telephone line for Participants; (d) enrollment support; and (e) identification cards for Participants. Custom services, such as special forms or administrative support that exceeds the level standardly offered to our self-funded customers will be subject to an additional fee determined by us.

We will also provide you with the standard reports that we provide to our self-funded customers. Additional reports will be provided as agreed to by the parties. An additional cost may apply. If reports are provided through our Systems, we further reserve the right, from time to time, to change the content, format and/or type of the reports that are standardly provided.

You may request that we provide services in addition to those set forth in this Agreement. If we agree to provide them, those services will be governed by the terms of this Agreement, unless otherwise specified in an amendment to this Agreement. You will pay an additional fee, determined by us, for those services.

Section 12.13 Description of Benefits. In conjunction with your request for the development of the Description of Benefits, we will prepare draft language in English; print booklets in our standard size and with our standard cover in a quantity equal to 110% of the number of Subscribers***;*** and ship printed booklets to a single location. You agree to distribute your Plan documents.

You will furnish additional Description of Benefits information as may be required under applicable laws. We will include that information in the Description of Benefits booklet. We will not be responsible for the legal sufficiency of the Description of Benefits, including any legally required information.

Section 12.14 Health Insurance Portability and Accountability Act of 1996. We will produce Certification of Coverage forms for Participants who have lost or lose coverage under the Plan on or after the Effective Date of this Agreement, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), based on eligibility and termination data that you have provided or will provide us in accordance with our data specifications. The Certification of Coverage forms will only include periods of coverage that we administer under the Plan.

The Certification of Coverage forms will only include and be based on data that is currently indicated and available to us in our eligibility systems as of the date that the form is generated. We will give you reasonable advance notice of all additional data requirements that we will need to complete the forms and you agree to provide us with that information on a timely basis.

We reserve the right to discontinue providing this service if you do not provide the required data we request in a timely manner.

Section 12.15 Pharmacy Benefit Management Services. We will determine which pharmacies will be Network Pharmacies. The particular pharmacies that are Network Pharmacies can change at any time. We will make reasonable efforts to provide you with advance notice of any material changes in the network of Network Pharmacies.

If we furnish a preferred drug list, also known as a drug formulary, for use with the Plan, you agree not to copy, distribute, sell, or otherwise provide the preferred drug list to another party without our prior written approval, except to Participants as described below. On termination of this Agreement, you will cease all use of the preferred drug list.

We will process the claims of Network Pharmacies in accordance with the Description of Benefits and the Network Pharmacy's participation agreement.

Preferred Drug List (PDL) Rebate Program.

You will comply with the requirements of the preferred drug list rebate program under which we have access to rebates payable by pharmaceutical manufacturers on certain prescription drug products dispensed to Participants by Network Pharmacies. These requirements include, but are not limited to the following: (1) You agree to use our preferred drug list and our pharmacy network; (2) You agree to distribute or permit us to distribute the preferred drug list to Participants; (3) You agree to conduct appropriate communications with the Participants, i.e., advising Participants to furnish a copy of the preferred drug list to their physicians; (4) You agree to other reasonable requirements for participation in the preferred drug list rebate program that we may communicate to you from time to time.

Our subcontractor, on our behalf, will negotiate with drug manufacturers regarding the terms of this rebate program, and will arrange for the payment of rebates on applicable prescription drug products utilized by Participants. You agree that during the term of this Agreement, neither you nor the Plan will negotiate or arrange or contract in any way for rebates on or the purchase of prescription drugs from any manufacturer. In the event you or the Plan negotiates or arranges with a drug manufacturer for rebates on or the purchase of prescription drugs or services, we may, without limiting our right to other remedies, immediately terminate your and Plan's participation in the rebate program (including forfeiture of any rebates earned but not paid) or terminate the pharmacy benefits management services under this Agreement.

We will retain 20% of all preferred drug list rebates attributable to prescription drug products utilized by Participants as part of our reasonable compensation under this Agreement, and you will receive the balance. We will provide you with information on the actual amounts retained upon request.

Income to Subcontractor from Drug Manufacturers.

Our subcontractor provides to drug manufacturers certain administrative services, formulary compliance services, computer software, non-confidential data, and/or research services and is paid by the manufacturers for such services, software and non-confidential data. We do not receive, or share in, these amounts.

Mail Order Pharmacy Rebate Program.

If you desire, we can provide a mail order pharmacy program for your Participants including the necessary forms and procedures to obtain such services. If you offer such a program, prescription drug claims dollars under your Plan may be reduced by approximately 2%. Depending on the aggregate volume of mail order pharmacy sales nationally of our customers and the customers of our affiliates, we may receive a volume discount which is equivalent to up to eight cents per member per month. We retain these volume discounts, and can provide you with information on actual amounts retained upon your request.

Other Pharmacy Payments

We also receive other funds from our subcontractor related to usage of drugs in the formulary and costs thereof. These funds approximate 3 to 3½ cents per member per month and are retained by us. We can provide you with information on the actual amounts retained upon your request.

Section 12.16 Facility Reasonable Charge Determination and Negotiation Reductions. We will evaluate certain non-contracted facility-billed charges which may exceed the reasonable charge reimbursable under Plan terms, make payment in accordance with appropriate guidelines, and negotiate with the facility as needed for reduction of billed charges. The additional service charge for this service is described in Exhibit A.

Termination. We can terminate the Facility Reasonable Charge program in whole or in part at any time for any reason.

In the event of termination, we can elect to continue such reviews and negotiations that are in progress at the time of such termination. The additional service charge described in Exhibit A will continue to apply.

Section 12.17 Shared Savings Program. For the service fee specified in Exhibit A, we may make our Shared Savings Program available to some or all of your Plan, when such discounts are available to us. The program provides access to discounted charges from health care providers which are made available to us for use with the Subscriber benefit plans that we administer on behalf of our customers.

The amount of benefits payable under the portion of the Plan to which the discounts apply will be determined based on the discounted charges under the program. If a Participant is enrolled in a network plan and receives services from a network provider under the terms of that plan, then health benefits payable for services rendered by that provider will be based on the applicable rates for fees for services set forth in our provider agreement with that provider rather than based on the discounts available under the Shared Savings Program. In this case, those benefits will not be included in the calculation of the "Savings Obtained" under the Shared Savings Program and the service fee for the Shared Savings Program will not apply to those benefits.

Listings of providers subject to the discounts under this program will not be provided to you or to Participants. You understand that the services provided under the program are to provide access to provider discounts only. Our services under this program do not include credentialing of providers or other managed care network services.

We can terminate the Shared Savings Program in whole or in part at any time for any reason. You can terminate the program at any time for any reason by giving us written notice. We will implement the termination within a reasonable period of time after receiving the notice.

Section 12.18 UnitedHealthcare Care24 Program. We will provide Participants with access to various health information, education and support services that are amended from time to time. The program includes all of the following: *Care24*, a telephonic access to health information provided by registered nurses; and a Subscriber assistance program provided by master's level counselors for assistance with personal and family matters, work concerns, financial needs and non-employment related legal issues. *myuhc.com*, an Internet site that provides extensive information on thousands of health topics. Users can research health subjects of interest and participate in interactive live events with experienced professionals. *Truly Yours*, a periodic member magazine containing articles on health, wellness and lifestyle topics. In addition, the UnitedHealthcare Care24 program shall provide critical incident stress management services (CISMS) that help supervisors and managers address traumatic workplace incidents and on-site training programs on a variety of topics. The number of CISMS and training programs shall be agreed to by the parties. In addition, specialty teams provide assistance on issues such as elder care, gambling, tobacco cessation, etc., and on-site training programs on a variety of topics.

Section 13 - Miscellaneous

Section 13.1 Subcontractors. We can use our affiliates or other subcontractors to perform our services under this Agreement. However, we will be responsible for those services to the same extent that we would have been had we performed those services without the use of an affiliate or subcontractor.

Section 13.2 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 shall not be unreasonably withheld. Notwithstanding, we can assign this Agreement, including all of our rights and obligations to our affiliates, to an entity controlling, controlled by, or under common control with us, or a purchaser of all or substantially all of our assets, subject to notice to you of the assignment.

Section 13.3 Relationship Between Parties. The relationship between the parties is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other

relationship between the parties, including one of employment, agency or joint venture.

Section 13.4 Governing Law. This Agreement is governed by the applicable laws of the State of Kansas.

Section 13.5 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 13.6 Amendment. Except as may otherwise be set forth 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 13.7 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 herein provided, shall in no way be construed to be a waiver of such provision of this Agreement.

Section 13.8 Notices. Any notices, demands or other communications required pursuant to this Agreement shall be in writing and may be provided via electronic means (e.g. e-mail, facsimile transmission, electronic posting, etc.) 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 13.9 Regulatory Compliance. We shall obtain and maintain any licenses or regulatory approvals necessary for us to perform our services under this Agreement. Further, we shall comply with any laws and regulations applicable to us in carrying out our services under this Agreement. We shall provide you with information in our possession necessary for you and Plan to comply with any laws or regulations applicable to Plan, but you and the Plan's compliance with any federal, state or local laws and regulations applicable to the Plan shall be solely your responsibility. In the event that we fail to obtain or maintain any required material licenses or regulatory approvals necessary for us to perform services under this Agreement, you may terminate this Agreement effective immediately upon written notice to us.

Section 13.10 Insurance. For the duration of this Agreement, we shall maintain error and omissions liability insurance coverage in the sum of not less than $1,000,000. A certificate of insurance is to be provided to you within thirty (30) days of the effective date of this Agreement, with renewal certificates filed annually for the duration of this Agreement.

Section 13.11 Fidelity Bond. We agree to purchase and maintain a fidelity bond for our officers, directors, agents and Subscribers in an amount not less than $500,000. We will continue to maintain such bond and will advise you if such bond is terminated for any reason**.**

Section 13.12 Compliance with Equal Opportunity Laws, Regulations and Rules and Other Laws. We shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, or age. In all solicitations or advertisements for our employees, we shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission). If we fail to comply with the manner in which we report to the Commission in accordance with the provision of K.S.A. 44-1031 and amendments thereto, we shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by you. If we are found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, we shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by you. We shall include the above provisions or similar provisions in our subcontracts so that such provisions will be binding upon subcontractors.

We further agree to abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.)

and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state, and local laws, ordinances and regulations applicable to this Agreement and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

Section 13.13 Prohibition Against Contingent Fees. We agree that we have not employed or retained any company or person, other than a bona fide employee working for us, to solicit or secure this Agreement, and that we have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, you may terminate this Agreement without liability or may, in your discretion, deduct from the Agreement fees or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. We agree that we will not accept any fee, commission, percentage, gift, or other consideration from any third party for the performance of any work under the Agreement.

Section 14 - System Access

Section 14.1 System Access. We grant you the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms set forth in this Agreement. You agree 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 ours. In order to obtain access to the Systems, you shall obtain, and be responsible for maintaining, at no expense to us, the hardware, software and Internet browser requirements we provide to you, including any amendments thereto. You shall be responsible for obtaining an Internet Service Provider or other access to the Internet. You shall not (a) access Systems or use, copy, reproduce, modify, or excerpt any of the Systems documentation provided by us in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement; or (b) share, transfer or lease your right to access and use Systems, to any other person or entity which is not a party to this Agreement. You may designate any third party to access Systems on your behalf, provided the third party agrees to these terms and conditions of Systems access and you assume joint responsibility for such access.

Section 14.2 Security Procedures. You shall use commercially reasonable physical and software-based measures, and comply with our security procedures, as may be amended from time to time, to protect the System, its functionalities, and data accessed through Systems from any unauthorized access or damage (including damage caused by computer viruses). You shall notify us immediately if any breach of the security procedures, such as unauthorized use, is suspected.

Section 14.3 System Access Termination. We reserve the right to terminate your System access (a) on the date you fail to accept the hardware, software and browser requirements provided by us, including any amendments thereto or (b) immediately on the date we reasonably determine that you have breached, or allowed a breach of, any applicable provision of this Agreement. Upon termination of this Agreement, you agree to cease all use of Systems, and we shall deactivate your identification numbers and passwords and access to the System.

EXHIBIT A - SERVICE FEES

The following fees apply for the period from January 1, 2004 to January 1, 2005.

Administrative Fees

You agree to pay us for services performed in accordance with the terms of this Agreement a monthly service fee multiplied by the number of Subscribers covered during any part of the monthly billing cycle.

The sum of the following:

- $41.32 per month per Subscriber covered under the “United HealthCare Choice” portion of the Plan.
- $41.32 per month per Subscriber covered under the “United HealthCare Choice Plus” portion of the Plan.

Service Fee for Facility Reasonable Charge Determination and Negotiation

You will pay a fee for our services, as described in Section 12, equal to thirty percent (30%) of the amount of reductions obtained through our efforts.

We will bill you for the amounts that you owe us. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.

Service Fee for Shared Savings Program

You will pay a fee equal to thirty-five percent (35%) of the "Savings Obtained" as a result of the Shared Savings Program described in Section 12. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.

Should the parties agree to continue the Agreement beyond the initial one year period the following fees shall be assessed for the period from January 1, 2005 to January 1, 2006.

Administrative Fees

You agree to pay us for services performed in accordance with the terms of this Agreement a monthly service fee multiplied by the number of Subscribers covered during any part of the monthly billing cycle.

The sum of the following:

- $43.39 per month per Subscriber covered under the “United HealthCare Choice” portion of the Plan.
- $43.39 per month per Subscriber covered under the “United HealthCare Choice Plus” portion of the Plan.

Service Fee for Facility Reasonable Charge Determination and Negotiation

You will pay a fee for our services, as described in Section 12, equal to thirty percent (30%) of the amount of reductions obtained through our efforts.

We will bill you for the amounts that you owe us. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.

Service Fee for Shared Savings Program

You will pay a fee equal to thirty-five percent (35%) of the "Savings Obtained" as a result of the Shared Savings Program described in Section 12. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and

the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.

Should the parties agree to continue the Agreement beyond the initial one year period the following fees shall be assessed for the period from January 1, 2006 to January 1, 2007.

Administrative Fees

You agree to pay us for services performed in accordance with the terms of this Agreement a monthly service fee multiplied by the number of Subscribers covered during any part of the monthly billing cycle.

The sum of the following:

- $45.56 per month per Subscriber covered under the “United HealthCare Choice” portion of the Plan.
- $45.56 per month per Subscriber covered under the “United HealthCare Choice Plus” portion of the Plan.

Service Fee for Facility Reasonable Charge Determination and Negotiation

You will pay a fee for our services, as described in Section 12, equal to thirty percent (30%) of the amount of reductions obtained through our efforts.

We will bill you for the amounts that you owe us. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.

Service Fee for Shared Savings Program

You will pay a fee equal to thirty-five percent (35%) of the "Savings Obtained" as a result of the Shared Savings Program described in Section 12. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.

EXHIBIT B - THIRD PARTY DISCLOSURE AGREEMENT

This THIRD PARTY DISCLOSURE AGREEMENT ("Agreement") is entered into by and between City of Overland Park Kansas ("Employer"), [Examiner Name] ("Examiner") and United HealthCare Insurance Company for itself and its affiliated companies ("United HealthCare"). These parties acknowledge and agree as follows:

Employer and United HealthCare entered into an agreement ("the Agreement") under which United HealthCare provides claims administration and other services for Employer's Subscriber welfare benefit plan ("Plan"). Employer has retained Examiner to perform an examination, audit or other evaluation of the files, books, and/or records of United HealthCare pertaining to the Plan ("Examination").

Employer has requested that solely for purposes of the Examination, United HealthCare disclose to Examiner certain documents, statistical information and other information which is commercially valuable, confidential, proprietary, or trade secret ("Proprietary Information") and also materials which may contain medical or other individually identifiable information ("Confidential Medical Information"). Proprietary Information and Confidential Medical Information shall collectively be referred to in this Agreement as "Confidential Information". United HealthCare has agreed to disclose this Confidential Information subject to the terms of this Agreement.

The Examination shall take place on the date or date(s) mutually agreed upon by the parties.

Confidential Information disclosed by United HealthCare, its agents, subsidiaries and affiliates, to Examiner in connection with the Examination, including all copies thereof, shall be used by Examiner only as permitted by this Agreement. Confidential Information shall not include information: (i) generally available to the public or generally known in the insurance industry or employee benefit consulting community prior to or during the time of the Examination through authorized disclosure; (ii) obtained from a third party who is under no obligation to United HealthCare not to disclose such information; or (iii) required to be disclosed by subpoena, or other legal process.

Use: Examiner shall: (a) not use (deemed to include, but not be limited to, using, exploiting, duplicating, recreating, modifying, decompiling, disassembling, reverse engineering, translating, creating derivative works or disclosing Confidential Information to another person or permitting any other person to do so) Confidential Information except for purposes of the Examination; (b) limit use of Confidential Information only to its authorized Subscribers (deemed to include Subscribers as well as individuals who are agents or independent contractors of Examiner) who have a need to know for purposes of the Examination; and (c) may release Confidential Information in response to a subpoena or other legal process to disclose Confidential Information, after giving United HealthCare reasonable prior notice of such disclosure.

At the conclusion of the Examination, Examiner shall either relinquish to United HealthCare, or destroy (with such destruction to be certified to United HealthCare), all Confidential Information. If during the course of the Examination it is discovered that this Agreement has been breached by Examiner then all Confidential Information shall be relinquished to United HealthCare upon demand.

This Agreement binds the parties and their respective successors, assigns, agents, employers, subsidiaries and affiliates.

Unauthorized use of Confidential Information by Examiner is a material breach of this Agreement resulting in irreparable harm to United HealthCare for which the payment of money damages is inadequate. It is agreed that United HealthCare, upon adequate proof of unauthorized use, and in addition to any other remedies at law or in equity that it may have, may immediately obtain injunctive relief in any court of competent jurisdiction enjoining any continuing or further breaches and may obtain entry of judgment for injunctive relief. Examiner consents to said injunctive relief and judgment. Employer and Examiner agree to indemnify and hold harmless United HealthCare with respect to any claims and any damages caused by Examiner's breach of this Agreement.

The requirement to treat all Confidential Medical Information, as Confidential Information shall survive the

termination of this Agreement. The requirement to treat all Proprietary Information as Confidential Information under this Agreement shall remain in full force and effect so long as any Proprietary Information remains commercially valuable, confidential, proprietary and/or trade secret, but in no event less than a period of three (3) years from the date of the Examination.

Neither this Agreement nor Examiner's rights or obligations hereunder may be assigned without United HealthCare's prior written approval.

General: (a) This Agreement is the entire understanding between the parties as to the subject matter hereof. (b) No modification to this Agreement shall be binding upon the parties unless evidenced in writing signed by the party against whom enforcement is sought. (c) Headings in this Agreement shall not be used to interpret or construe its provisions. (d) The alleged invalidity of any term shall not affect the validity of any other terms. (d) This Agreement may be executed in counterparts.

The parties have caused their authorized representatives to execute this Agreement.

City of Overland Park Kansas

By_____
Authorized Signature
Print Name _____

Print Title _____

Date_____

[Examiner Name]

By_____
Authorized Signature
Print Name_____

Print Title_____

Date_____

United HealthCare Insurance Company

By_____
Authorized Signature
Print Name_____

Print Title_____

Date_____

50029069 (10/03)