

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United") and City of Overland Park Kansas ("Customer") is effective January 1, 2014 ("Effective Date"). This Agreement covers the services United is providing to Customer, either directly or in conjunction with one of United's affiliates, for use with Customer's Self-Funded employee 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 identifies this arrangement as Contract No.: 704447. This is a reissue of Contract No. 704447 effective January 1, 2004 in effect between the parties.

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

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

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

By: _____

By: _____

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Table of Contents

| | |
|--|----|
| Section 1 – Definitions | 1 |
| Section 2 – Employee Benefit Plan: Customer Responsibilities | 2 |
| Section 3 – Other Customer Responsibilities | 3 |
| Section 4 – Services Provisions | 3 |
| Section 5 – Benefit Determinations and Appeals | 7 |
| Section 6 – Service Fees | 8 |
| Section 7 - Providing Funds for Benefits..... | 9 |
| Section 8 – Term Of The Agreement..... | 10 |
| Section 9 – Termination | 10 |
| Section 10 – Records, Information, Audits..... | 11 |
| Section 11 – System Access | 13 |
| Section 12 – Taxes And Assessments..... | 13 |
| Section 13 – Indemnification..... | 13 |
| Section 14 – Plan Benefits Litigation | 14 |
| Section 15 – Disputes | 14 |
| Section 16 – Miscellaneous | 14 |
| EXHIBIT A – SERVICES..... | 17 |
| EXHIBIT B – SERVICE FEES..... | 23 |
| EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS | 25 |
| EXHIBIT D – BUSINESS ASSOCIATE AGREEMENTADDENDUM..... | 34 |

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.

Agreement Period: The period of twelve (12) months commencing on the Effective Date.

Bank: JPMorgan Chase Bank, New York, New York.

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

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

Employee: A current or former employee and eligible elected officials of Customer or its affiliated employer as described in Section 2.4.

HRA or Health Reimbursement Account: An account established by Customer to fund certain eligible benefits described in the Summary Plan Description. This account is maintained in accordance with applicable provisions of the IRC and associated guidance issued by the IRS/Treasury Department.

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 Rebates: These rebates relate to prescription drug products dispensed to Participants under the Plan's medical benefit.

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

Network Pharmacy: A pharmacy, including a specialty pharmacy and mail order pharmacy which has entered into or is governed by a contractual arrangement with United under which the pharmacy agrees to provide prescription drug services to Participants.

Network Pharmacy Rebate: These rebates related to prescription drugs provided by a Network Pharmacy.

Network Provider: The physician, or 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 (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; provided, 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 is the City of Overland Park, Kansas Self-Insured Group Health Care Benefit Plan, but only with respect to those provisions of the plan relating to the Self-Funded health benefits United is administering, as described in the Summary Plan Description.

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

Proprietary Business Information (PBI) : Information about Customer's business or United's business that is confidential, proprietary, trade secret or is not readily available to the general public; or is information that has been designated by Customer or United as confidential or proprietary. Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral or other

tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. United's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United's Network of healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit, the Prescription Drug List, reimbursement rates, compensation arrangements and all other financial provisions related to the pharmacy benefits contained in this Agreement. While the Prescription Drug List is considered United's Proprietary Business Information, it may be disclosed in the limited circumstances outlined in this Agreement. This information is collectively known as "United Financial PBI". As the Customer is a public entity, all PBI is subject to the provisions of the Kansas Open Records Act (KORA). The Customer will notify United if it believes any PBI regarding United's business is required by the KORA to be released so United has an opportunity to challenge the release in a court of proper jurisdiction.

Rebates: All rebates, discounts or other financial incentives (whether access, base, Prescription Drug List (PDL), incentive, market share, volume, or other), and administrative fees which United receives directly or indirectly from a pharmaceutical manufacturer and which are obtained in connection with prescription drug products dispensed to Participants under the Plan's pharmacy benefit or the medical benefit. Rebates do not include any purchasing discounts, provided that United obtains the same Rebates for prescription drugs regardless of where the prescription is dispensed. Rebates to customers are administered and paid under the medical benefit plan or pharmacy benefit plan as outlined in this Agreement.

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. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provides stop loss insurance to Customer. If stop loss insurance is provided to a Customer, provisions of the insurance policy will govern responsibilities including payments of the parties.

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.

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

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

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

Treasury Department: The United States Department of the Treasury.

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

Section 2 – Employee Benefit Plan: Customer Responsibilities

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

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A - Services, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide United with copies of the Summary Plan Description and Employee communications which refer to United or United's services prior to distributing these materials to Employees or third parties. Customer will amend the communications if United reasonably determines that references to United are not accurate, or any Plan

provision is not consistent with this Agreement or the services that United is providing or the Parties will mutually agree to amend this Agreement to make the Agreement consistent with the communications.

Section 2.3 Plan Changes. Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement. Any change in the services to be provided by United under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. United will notify Customer if (i) the change increases United's cost of providing services under this Agreement or (ii) United is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if United notifies Customer that United is unable to reasonably implement or administer the change, United shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 3 – Other Customer Responsibilities

Section 3.1 Information Customer Provides to United. Customer will tell United which of Customer's Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to United in a timely manner. United will accept eligibility data from Customer in the format described in Exhibit A - Services.

Customer will notify United of any change to this information as soon as reasonably possible. United will be entitled to rely on the most current information in United's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. If Customer retroactively cancels coverage for one or more Participants, United will not request refunds of payments made more than 90 days before the date on which Customer satisfactorily notified United of the retroactive cancellation. United will make a diligent attempt to recover amounts paid during the 90 day period preceding the notification date, and will credit any payments recovered for the 90 day retroactive cancellation period to the Plan. United will also refund to Customer the Administrative Service Fee paid with respect to retroactively cancelled Participants. Any refund to Customer of the Administrative Service Fees paid with respect to retroactively cancelled Participants will not exceed the Administrative Service Fees paid or payable with respect to such Participants for the 90 day retroactive cancellation period. Notwithstanding the preceding, Customer reserves the right to recover from any Participant any payments made after the retroactive cancellation of coverage.

Customer agrees to provide United (or cause Customer's vendor to provide United), in a timely manner with all information that United reasonably requires to provide Customer's Participants with disease management services as described in accordance with Exhibit A - Services and United's program guidelines. United shall be entitled to rely on the information that is provided to United in connection with United's provision of disease management services to Customer's Participants.

Section 3.2 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services United is providing under this Agreement are discontinued.

Section 3.3 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 3.4 Claims by Other Parties. If there is any third party claim that United as an entity is 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, Customer shall be responsible with respect to such third party claim, including all costs in handling such claim. Customer shall cooperate with United as necessary to facilitate timely payment when appropriate.

Section 4 – Services Provisions

Section 4.1 Administrative Services. United will provide the administrative services described in Exhibit A – Services.

Section 4.2 Network Access, Management and Administration. United will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

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

Section 4.3 Claim Recovery Services. United will provide recovery services for Overpayments, but United will not be responsible for recovery costs except as otherwise stated in this section. United will reimburse Customer for, and Customer will not be responsible for recovery costs associated with, any Overpayments made by United due to United's failure to act in accordance with the Standard of Care.

In some instances, United may be able to obtain Overpayment recoveries by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, the prioritization of Overpayment credits based on the age of the Overpayment in United's system and funding type. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made through offset will be identified in the monthly reconciliation report provided to the designated representative for the Customer's Plan.

United 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 United to provide the services described herein without United's prior approval.

Customer will be charged fees when any of the services described herein are provided by United through a subcontractor or affiliate except if United fails to meet the Standard of Care. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

Except as otherwise provided herein, and subject to the Customer's right to direct United to not pursue recovery, Customer delegates to United 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 United 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 United's standards and procedures may not result in full or partial recovery for any particular case. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. United may initiate litigation to recover payments provided the Customer has first agreed in writing to such litigation, which approval shall not be unreasonably withheld, if the litigation is being pursued directly against the member or against a provider solely for a Customer Plan's member, but United has no obligation to do so. If United initiates litigation, Customer will cooperate with United in the litigation. United agrees that it will comply with all federal and state laws in the methods it uses to pursue recoveries pursuant to this Agreement.

If this Agreement terminates, or, if United's recovery services terminate, United can continue to recover any payments United 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.

Section 4.4 Abuse and Fraud Management. United or its affiliate will provide services related to the detection, prevention, and recovery of abusive and fraudulent claims.

United's Abuse and Fraud Management processes will be based upon United's proprietary and confidential procedures, modes of analysis and investigations.

United will use these procedures and standards in delivering Abuse and Fraud Management services to Customer and United's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if United decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount. Customer delegates to United 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, provided United agrees that it will comply with all state and federal laws related to any efforts it makes to pursue recovery and that it will not pursue litigation unless such litigation is agreed to in writing by the Customer, which approval shall not be unreasonably withheld, and which agreement in writing is not required unless the litigation is being pursued directly against the member or against a provider solely for a Customer Plan's member.

Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery for any particular case. United does not guarantee or warranty any particular level of prevention, detection, or recovery. United agrees to perform Abuse and Fraud Management services pursuant to the industry standards for such services. If this Agreement terminates, or if United's claim recovery services terminate, United can elect to continue fraud and abuse recoveries that are in progress and any recovery fees agreed to in Section 4.3 above, will continue to apply.

Section 4.5 Medical Benefit Drug Rebate Payments. From time to time, United or a subcontractor may negotiate with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the medical benefit Rebates United receives. United will retain the balance of such medical benefit Rebates as part of United's compensation.

When United negotiates directly with drug manufacturers for the payment of medical benefit Rebates to United, United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates from the drug manufacturer. If United is not able to make payment to Customer within thirty (30) calendar days, United will pay interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay medical benefit Rebates to Customer in the agreed upon amount no less than annually. 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 Rebates to the extent that medical benefit Rebates are actually received by United. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving medical benefit 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 Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to medical benefit Rebates (including forfeiture of any medical benefit Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with United in order to obtain medical benefit Rebates.

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

Section 4.6 Pharmacy Benefit Services. United or its affiliate will provide the Pharmacy Benefit Services described in this Section 4.6. United will make Network Pharmacies available to Customer Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material

changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

Mail Order Pharmacy Services. United will provide, through United's affiliate, mail order pharmacy services for Customer's Participants. Customer's pricing terms for mail order pharmacy services are based on package sizes of 100 units, 16 ounce quantities or the next closest quantity available and at least a 46 day supply. Prescriptions filled through the mail order pharmacy that are less than a 46 day supply will be processed at retail pricing and will be counted with retail utilization. United will retain the difference between the package size of 100 units or 16 ounces and the actual manufacturer's package size which the mail order pharmacy's price is based on.

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

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

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

United may periodically change the placement of a prescription drug product among the tiers and/or recommend specific prescription drug product exclusions from coverage. These changes generally will occur three times per year, but no more than six times per calendar year. These changes may occur without prior notice to Customer however United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling customer service.

Claims Processing. United will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. On mail order pharmacy services, United will retain the difference between what we reimburse the Network Pharmacy and Customer payment for a prescription drug product or service.

United maintains systems for processing pharmacy claims and may receive access fees as compensation for services United provides to Network Pharmacies.

Pharmacy Benefit Rebates.

Allocation and Payment of Rebates. United will negotiate with drug manufacturers for the payment of Rebates to United. The amount of Rebates that is available depends on many factors including whether Customer has an incentive benefit design, arrangements with drug manufacturers, the volume of prescription drug claims and the structure of the PDL. United will pay Customer an amount equal to 80% of the Rebates United receives (and United may pay interest on this amount as described in this Section). United will retain the balance of such Rebates (and any related interest) as part of United's compensation. Upon Customer's request, United will provide Customer with information on the actual amount of Rebates United receives and the amount of interest United can receive on Rebates. Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until United actually pays them to Customer pursuant to this Agreement.

Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or

elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Service Fees Section such that United has the right to increase the service fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates, at least four times per year. For any Rebates not paid to Customer within thirty (30) calendar days of United's receipt, United will pay Customer interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

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

Customer Compliance. Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Rebates on or the purchase of prescription drug products from any manufacturer with respect to the pharmacy benefits. If you or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer and Plan's entitlement to Rebates (including forfeiture of any Rebates earned but not paid) and/or terminate the pharmacy benefit services. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Service Fees Section such that United has the right to increase the services fees for medical management services under this Agreement.

In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates. Customer will encourage Customer Participants to use a Network Pharmacy. Customer will also encourage Customer Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website.

Section 5 – Benefit Determinations and Appeals

Section 5.1 Claim Procedures. United will administer the claims and appeal procedures described in this Section 5 in accordance with applicable law and the Summary Plan Description.

Appeals of Non-Urgent Care Claims. This will apply to claims other than Urgent Care Claims. Customer appoints United a named, fiduciary with respect to (i) performing initial benefit determinations and payment and (ii) performing the fair and impartial review of first level internal or initial claims determinations or appeals. With respect to these functions, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to United under the Plan. This delegation is subject to Customer's retention of full responsibility as Plan Administrator for the final review of adverse benefit determinations, and Customer has the discretionary authority to construe and interpret the terms of the Plan and to make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeals process.

If it is determined that a benefit is payable, United will issue a check for, or otherwise credit, the benefit payment to the appropriate payee.

If United denies a Plan benefit claim, the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or which are required under applicable law. If United determines that all or a part of the benefit is not payable under the Plan, United will notify the claimant of the adverse benefit determination and of the claimant's right to further appeal the adverse benefit determination to Customer. This notification will be designed to comply with applicable requirements for adverse benefit determination notices and if a second and final internal appeal is requested, United will forward to Customer or Customer designee documentation regarding the initial adverse benefit determination necessary for Customer or Customer's designee to conduct the final internal appeal. Customer will review the internal appeal and determine whether the Plan benefit is payable. If, after the review, Customer determines that the Plan benefit is payable, Customer will notify United and the claimant. If, after the review, Customer determines that the Plan benefit is still not payable, Customer will notify United and the claimant of the

adverse benefit determination. This notice will be designed to comply with applicable requirements for final appeal determination notices. Customer's determination will be final and binding on the claimant and all other interested parties, except as otherwise provided under the external review program described in Section 5.2.

Appeals of Urgent Care Claims

Except as otherwise provided in this Agreement, Customer appoints United a named fiduciary under the Plan with respect to appeals of Urgent Care Claims. United will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible in accordance with applicable law. Customer delegates to United 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 5.2 External Review Program. Customer will notify claimants of the option to request an external review of adverse benefit determinations following the required internal appeal process and provide the necessary information for them to contact United. United will, in accordance with applicable law: (i) provide claimant with the necessary procedures to obtain the review (ii) coordinate submission of the claimant's case to an independent review organization, and (iii) notify the claimant of the final external review decision. A fee will apply beyond the maximum number of free reviews, as listed in Exhibit B, Service Fees.

Section 6 – Service Fees

Section 6.1 Service Fees. Customer will pay fees for United's services. The service fees listed in Exhibit B of this Agreement are effective for the Agreement Period shown in the Exhibit. In addition to the service fees specified in Exhibit B, Customer must also pay United any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 6.2 Changes in Service Fees. United can change the service fees on each Agreement Period anniversary. United will provide Customer with one hundred twenty (120) days prior written notice of the revised service fees for subsequent Agreement Periods. Any such service fee change will become effective on the later of the first day of the new Agreement Period or one hundred twenty (120) days after United provides Customer with written notice of the new fees. United will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Agreement Period.

United also can change the services fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees, (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 12.3 (iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size set forth in Exhibit B. Any new service fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If Customer does not agree to any change in service 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 6.3 Due Dates, Payments, and Penalties. For the Standard Medical Service Fees described in Exhibit B, United will provide Customer with an on-line invoice in advance of the first of each month, typically no later than the 18th of each month. The Due Date for payment of the invoiced amounts is on the first day of the next full calendar month. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice).

For Shared Savings Program and Facility R&C Charge Determination Program and Facility Fee Negotiation as described in Exhibit B, United will provide Customer with an on-line invoice for the amounts that Customer owes United. In these cases, the Due Date is 15 days from the date an invoice is made available to Customer (generally around the 18th of each month).

Late Payment: If amounts owed are not paid within fifteen (15) days after their Due Date ("Grace Period"), Customer will pay United interest on these amounts at the interest rate stated in Exhibit B. Customer agrees to reimburse United for any reasonable costs that United incurs to collect these amounts. United's decision to provide Customer with a Grace Period will be based on United's assessment of Customer's financial condition, as of the

Effective Date, and Customer's compliance with material financial obligations. If United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may remove the Grace Period upon notice to Customer and reserves the right to either charge interest on payments not received after the Due Date or terminate the Agreement if payments are not received by the Due Date.

Section 6.4 Reconciliation. For each Agreement Period, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next payment will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United within fifteen (15) days after receiving notice of the amounts that Customer owes United. For payments made after this fifteen (15) day period, Customer will pay United interest on these amounts at the interest rate stated in Exhibit B.

If the Agreement is terminated, United will pay Customer the amount owed within fifteen (15) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within fifteen (15) days after receiving notice of the amount owed.

For payments Customer makes after fifteen (15) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate stated in Exhibit B

Section 6.5 Cash Basis Law. Customer is 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 Customer's current budget year. In the event Customer does not so budget and appropriate the funds, the parties shall be relieved from all obligations, without penalty, under this Agreement.

Section 7 - Providing Funds for Benefits

Section 7.1 The Plan is Self-Funded. Customer is solely responsible for providing funds for payment of all Plan benefits payable to Network Providers or non-Network Providers as well as any state assessments, surcharges or other Plan benefit related expenses.

Section 7.2 Payment of Plan Benefits. At the end of each claims processing time period, United will provide notice to the Customer notifying them of the funding requirements. Customer will transfer funds via an Automated Clearing House (ACH) transfer in the designated amount to the designated United DDA account.

Section 7.3 Bank Account. United will open and/or maintain a DDA at Bank of America under United's Tax Identification Number for purposes of providing United a means to receive and allocate reimbursement of your funds for the payment of Plan benefits, however the funds in it are yours.

Section 7.4 Balance In Account. Customer will fund the DDA on a draft issuance basis. Customer agrees that upon United's call for funds, sufficient funds will be transferred to the DDA to cover drafts and non-draft items presented for payment against the DDA.

Section 7.5 Issuing and Providing Funds for Checks. The checks United writes and issues 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 United's 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 the DDA to fund the checks that are cashed.

Section 7.6 Transfers of Funds. Funds will also be withdrawn from the DDA when a transfer of funds United has 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.

Section 7.7 Calls for Funds. The withdrawals for Plan benefits are paid for by the balance Customer maintains in the DDA. Every business day, Customer will transfer to the DDA the amount of funds which have been requested that day for Customer's issued drafts and all non-draft activity. Customer will transfer that amount using a method agreed upon by Customer, United and the bank.

Section 7.8 Underfunding. If Customer does not provide the required amounts in the DDA that have been requested by United' for payments that have been issued: (1) Customer must immediately correct the deficiency and provide prompt notice to United in either event. (2) If United first learns of the funding deficiency, United will provide Customer notice so that Customer can correct the problem. (3) Customer agrees that United may stop issuing checks and suspend any of United's other services under this Agreement for the period of time Customer does not provide the required funding. (4) United can also elect to terminate this Agreement effective as of any date after one business day after United has given Customer notice of the funding deficiency, if Customer does not provide the required payment within this time period. The notice provisions contained in Termination Events, Section 9.1, do not apply to this breach. United may also place stop payments on checks, at Customer's expense, if United determines that Customer has not properly transferred adequate funds to cover the checks. Customer will pay interest on the amount of underfunding at the prime interest rate plus 2%. At the end of each claims processing time period, United will provide notice to Customer of the amount needed to pay claims processed and fees that are due. That same day Customer will transfer via Automated Clearing House (ACH) transfer the designated amount to United's bank for payment of Plan benefits.

Section 7.9 Outstanding Checks. United will place stop payments, at Customer's expense, on all checks United has issued under this Agreement if they have not been twelve months from issuance and report such unclaimed property to Customer.

Section 7.10 Improper Payments. Any Plan benefits payments funded into the DDA that are mutually determined by Customer and United to not have been properly charged to the DDA will be immediately reimbursed the customer.

Section 7.11. New Banking Platform in the Future. In the future if a new banking platform is developed for the administration of Customer's Plan benefits, Customer shall have the opportunity to terminate the current arrangement by switching to the new banking arrangement.

Section 7.12 Termination of Agreement. When this Agreement terminates, the method of providing funds for Plan benefits remains in place until all checks issued up to and through the six month run out period have been funded and cashed. At twelve months from issuance, United will place in-house stop payments on any remaining outstanding checks and report such unclaimed property to Customer. Customer will request in writing that the DDA be closed and recover any funds remaining in it. United will provide bank statements and bank reconciliation reporting, including unclaimed property reports Customer needs for the purposes of performing escheatment.

Section 8 – Term Of The Agreement

Section 8.1 Services Begin. United will begin providing Customer services under this Agreement on the Effective Date. These services apply only to claims for Plan benefits that are incurred on or after the Effective Date.

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

Section 8.2 Services End. United's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, United may agree to continue providing certain services beyond the termination date, as provided in Exhibit A - Services.

Section 9 – Termination

Section 9.1 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Agreement Period, either party gives the other party at least sixty (60) days prior written notice, (iv) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement, (v) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) 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 sixty (60) days after being notified in writing by the other party, (vii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or United and such penalty is based on the administrative services specified in this

Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (viii) As otherwise specified in this Agreement.

Section 9.2 Funding After Termination. When this Agreement terminates, the funding method for Plan benefits will remain in place for the length of the six (6) month run-out period. 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 7, 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 9.3 Cooperation with Successor. Upon termination of this Agreement for any reason, United shall reasonably cooperate with Customer and the successor administrator in the orderly transition of records to the successor, including agreed upon original claims records relating to Participants. United shall update claims records relating to Participants that are processed during the run-out period. All such updates shall be provided to both Customer and the successor administrator no less frequently than monthly after the termination of this Agreement.

Section 10 – Records, Information, Audits

Section 10.1 Records. United will keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

Section 10.2 Access to Information. If Customer needs information in United's possession for purposes other than an audit, but in order to administer the Plan, United will provide Customer access to that information, if it is legally permissible, the information relates to United's services under this Agreement, and Customer gives United reasonable advance notice and an explanation of the need for such information.

Customer represents that it has reasonable procedures in place for handling PHI, as required by law. Customer will only use or disclose PHI to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

United 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 required by law or for Plan administration purposes.

United also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant, auditor or vendor, if Customer requests it. Before United provides PHI 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.

Section 10.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable entity may audit United once each calendar year to determine whether United is fulfilling the terms of this Agreement. Prior to the commencement of this audit, United must receive a signed, mutually agreeable confidentiality agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or United's affiliates. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used. Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. 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. With respect to United's transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing

standards, including a statistically valid random sample or other acceptable audit technique as approved by United (“Scope”).

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 \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) 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 United incurs in connection with the audit provided United first notifies Customer in advance of the amount of the expense. For any audit initiated after this Agreement is terminated, Customer will pay all reasonable expenses incurred by United.

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

Customer may perform or commission one audit per calendar year as described in this Section 10.3. However, if during the annual audit, performed under the terms of this Agreement, a significant problem materially impacting accurate claims processing for Customer’s Plan (“material problem”) is discovered, to which United agrees, United shall take corrective action within a commercially reasonable time from discovery of the material problem. After United takes such corrective action, and three months have elapsed from the time United has corrected the material problem, if Customer reasonably believes that United has not adequately corrected the problem, Customer will have a right to another audit. This additional audit may not exceed five (5) days on site within the same or subsequent calendar year to verify United’s correction of the specific material problem, and Customer will not be subject to per day or per claim charges for the additional audit. The parameters of this additional audit will be mutually agreed by the parties, provided, however, that the additional audit will be limited to verifying the correction of the material problem and shall not include a re-performance of any other aspect of the original audit.

Section 10.4 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business 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 Proprietary Business Information to any person or entity other than to the disclosing 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, except that United’s Financial PBI cannot be disclosed by Customer to any third party without United’s express written consent. This provision shall survive the termination of this Agreement. As the Customer is a public entity, all PBI is subject to the provisions of the Kansas Open Records Act (KORA). The Customer will notify United if it believes any PBI is required by the KORA to be released so United has an opportunity to challenge the release in a court of proper jurisdiction.

Section 10.5 Service Auditor Reports. United may make its Type II service auditor report (“Report”) available to United’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE16 Type II Report available to United’s self-funded customers. The Report is United’s Proprietary Business Information and shall not be shared with any third parties without United’s prior written approval; provided, however, that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s consultants, provided that such consultants are not in any way a competitor of United’s and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 10.6 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 as Exhibit D.

Section 11 – System Access

Section 11.1 System Access. United grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain United's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to United, the hardware, software, and Internet browser requirements United provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Section 11.2 Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United, and maintain appropriate logs and monitoring of system activity, Customer shall notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by United which impact the System.

Section 11.3 System Access Termination. United reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by United, including any amendments thereto or (ii) immediately on the date United reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section 11 or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Services, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and United will deactivate Customer's identification numbers, passwords, and access to the System.

Section 12 – Taxes And Assessments

Section 12.1 Payment of Taxes and Expenses. . In the event that the Plan, the Customer, the arrangement established by this Agreement, or any payments for claims for Health Services or fees to United 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 the Customer or the Plan and the Customer or the Plan agrees to reimburse United for such charges.

Section 12.2 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 12.3 State and Federal Surcharges, Fees and Assessments. The Plan will remain responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time (e.g., the reinsurance fee to be processed by third-party administrators on behalf of the self-funded plans).

Section 13 – Indemnification

Section 13.1 United Indemnifies Customer. United 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, which arise out of (i) United's or its vendors' gross negligence or willful misconduct in

the performance of United's or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United'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. This provision shall survive the termination of this Agreement.

Section 14 – Plan Benefits Litigation

Section 14.1 Litigation Against United. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against United to recover Plan benefits, related to its duties under this Agreement (“Plan Benefits Litigation”), United will select and retain defense counsel to represent its interest.

Section 14.2 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 14.3 Litigation Against United and Customer. If Plan Benefits Litigation is begun against the Plan and United jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 14.4 Litigation Fees and Costs. Customer will pay up to a maximum of twenty-five thousand dollars (\$25,000) per any calendar year. All reasonable legal fees and costs United incurs if Plan Benefit litigation is commenced by a Participant or health care provider against United, or against the Plan and United jointly will be paid by Customer up to a maximum of twenty-five thousand dollars (\$25,000) per any calendar year, regardless of the number of claims United may have defended during that year, for legal fees and costs (except as provided in Section 13.1) if United gives Customer reasonable advance notice of United's intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United's fiduciary obligations on United's litigation strategy.

Section 14.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 14.6 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 14.7 Survival. This provision shall survive the termination of this Agreement.

Section 15 – 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, either party shall be free to take such steps as it deems necessary to protect its interests.

Section 16 – Miscellaneous

Section 16.1 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

Section 16.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, United can assign this Agreement, including its rights and obligations to United's affiliates, to an entity controlling, controlled by, or under common control with United, or a purchaser of all or substantially all of United's assets, subject to notice to Customer of the assignment.

Section 16.3 Governing Law. This Agreement is governed by the applicable laws of the State of Kansas.

Section 16.4 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 16.5 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 16.6 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 herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 16.7 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 16.8 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; provided, however, Customer grants United permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for United to carry out its obligations under this Agreement (e.g. on Employee Benefit Booklets and ID cards).

Section 16.9 Regulatory Compliance. United shall obtain and maintain any licenses or regulatory approvals necessary for United to perform its services under this Agreement. Further, United shall comply with any laws and regulations applicable to it in carrying out its services under this Agreement. United shall provide Customer with information in our possession necessary for Customer and Plan to comply with any laws or regulations applicable to Plan, but Customer and the Plan's compliance with any federal, state or local laws and regulations applicable to the Plan shall be solely Customer's responsibility. In the event that United fails to obtain or maintain any required material licenses or regulatory approvals necessary for it to perform services under this Agreement, Customer may terminate this Agreement effective immediately upon written notice to United.

Section 16.10 Insurance. For the duration of this Agreement, United 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 Customer within thirty (30) days of the effective date of this Agreement, with renewal certificates filed annually for the duration of this Agreement.

Section 16.11 Fidelity Bond. United agrees to purchase and maintain a fidelity bond for its officers, directors, agents and Subscribers in an amount not less than \$500,000. United will continue to maintain such bond and will advise Customer if such bond is terminated for any reason.

Section 16.12 Compliance with Equal Opportunity Laws, Regulations and Rules and Other Laws. United 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 United's employees, United shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission). If United fails to comply with the manner in which it reports to the Commission in accordance with the provision of K.S.A. 44-1031 and amendments thereto, United shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Customer. If United is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, United shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Customer. United shall include the above provisions or similar provisions in its subcontracts so that such provisions will be binding upon subcontractors.

United further agrees 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. 12101 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 16.13 Prohibition Against Contingent Fees. United agrees that it has 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 it has 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, Customer may terminate this Agreement without liability or may, in customer's discretion, deduct from the Agreement fees or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. United agrees that it will not accept any fee, commission, percentage, gift, or other consideration from any third party for the performance of any work under the Agreement.

EXHIBIT A – SERVICES

The following are the administrative services United has agreed to provide to Customer. Customer may request that United provide services in addition to those set forth in this Agreement. If United agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by United, for these additional services.

The services described in this Exhibit will be made available to Customer’s eligible Participants consistent with the Employee Benefits Booklet Description under which the Participant is covered.

A. ACCOUNT MANAGEMENT SERVICES

| Service | Comments |
|---|---|
| Implementation and maintenance of account. | |
| Enrollment meetings and support for locations that meet United’s criteria. | Minimum six weeks notice of meeting. |
| Standard initial enrollment kit. | |
| Bulk mailing of initial enrollment kits to Customer based on United’s criteria. | |
| Ongoing account management including: <ul style="list-style-type: none"> • Designated account resources. • Ongoing management and review of benefits and data. | |
| Standard accounting structure based on United’s criteria: <ul style="list-style-type: none"> • Suffixes to accommodate separate claims reporting for different benefit plans. • Claim accounts to accommodate separate claims data for different locations and groups. | Maximum of 50 distinct suffix/account splits. |
| Maintenance of up to 4 separate benefit plans. | |
| Electronic Bill Presentation and Payment (EBPP) , which provides capabilities to: <ul style="list-style-type: none"> • View invoices online. • Sort and search enrollee information. • Download billing information. • Remit payment online. | |
| Online administration services accessed through United’s Employer eServices Web site including online eligibility maintenance and claim status inquiry. | Customer reporting is included to the extent indicated in Section D. eServices Customer Reporting Services. |
| Issuance of HIPAA Certificates of Creditable Coverage | |
| Employee Benefit Booklet Assistance. United will prepare a customized draft of an Employee Benefit Booklet, either for each plan or multiple plans, as mutually agreed upon with one additional draft, in response to Customer’s comments, and a final draft Employee Benefit Booklet. “Plan”, for purposes of this paragraph, means each individual plan design administered by United. The Employee Benefit Booklet will be in English. United will print each Employee Benefit Booklet in United’s standard size and with United’s standard cover in a quantity equal to 110% of the number of Employees participating in the plan, and ship to a single location and/or post online. | If the Employee Benefit Booklet is not finalized sufficiently in advance of the Effective Date of United’s services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer’s Plan design and which Customer has reviewed and approved or (ii) create, at United’s discretion, an operational Employee Benefit Booklet which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide United’s services in accordance with this summary of Plan benefits and exclusions or operational Employee Benefit Booklet, as the case may be, and it will govern and remain in full force and effect until a final Employee Benefit Booklet is provided to United.. |

B. ELIGIBILITY MANAGEMENT SERVICES

| Service | Comments |
|--|--|
| Standard ID Card production and issuance. | United has assumed the addition of Customer’s logo in an acceptable format to the ID card. |
| Alternative member ID numbers generated by United (not based on SSN). | |
| Electronic Eligibility Processing | |

| Service | Comments |
|--|----------|
| Electronic Enrollment processing: <ul style="list-style-type: none"> Each submission to be a single consolidated file. Separate eligibility submissions for COBRA. Initial load of primary physician data (when applicable) to be supplied electronically with ongoing changes submitted via Employer eServicesSM Web site. | |
| Submission format: <ul style="list-style-type: none"> UnitedHealth Group[®] Standard 3005 Format; HIPAA 834 Compliant Format; or HR-XML format. Single data source required. Submission frequency: <ul style="list-style-type: none"> Changes file daily in combination with a full population file on a monthly schedule. Or <ul style="list-style-type: none"> Changes file weekly or bi-weekly in combination with a full population file on a monthly or quarterly schedule. Or <ul style="list-style-type: none"> Full file weekly or bi-weekly. Transmission method: <ul style="list-style-type: none"> FTP with United's approved encryption or direct connect. | |

C. UNDERWRITING AND FINANCIAL SERVICES

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

D. eSERVICES[®] CUSTOMER REPORTING SERVICES

| Service | Comments |
|---|--|
| An online customer reporting system including up to five customer IDs. | |
| Reporting Access Levels: <ul style="list-style-type: none"> Standard – Basic report package of “subscription” financial and utilization information produced on a pre-scheduled basis. Select – In addition to the Standard features, interactive access to eCR tools allowing the user to customize report parameters to facilitate detailed views of the data. Includes a broad array of membership and utilization reports. Expanded – In addition to the Select features, allows the user greater ad-hoc and customizable capabilities to obtain detailed performance information. | Customer's access level is based upon its election. Expanded Level reports are available to customers with Select Level reporting on an ad hoc basis for an additional charge per report. |
| Non-standard or ad hoc reports | Fees are determined on a report-specific basis |
| United reserves the right, from time to time, to change the content, format and/or type of United's reports. | |

E. CLAIMS ADMINISTRATION SERVICES

| Service | Comments |
|---|---|
| Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for United to determine whether a benefit is payable under the Plan's provisions. Customer delegates to United the discretion and authority to use United's claim procedures and standards for Plan benefit claim determination. | |
| Implementation of Customer's benefit plans. | |
| Claim history load from one prior carrier using United's standard process. | |
| Standard claims processing including: <ul style="list-style-type: none"> • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Claim edit/review and cost containment program. • Pending and subsequent claim review. | |
| Standard claim forms (when applicable). | |
| Medical claim review of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy. | |
| Standard coordination of benefits for all claims with automated investigation once every 12 months. | |
| Production and distribution of monthly Health Statements. | |
| Processing of run-out claims (meaning claims incurred prior to the termination date) for six (6) months following termination. | <p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply.</p> <p>The fee for run-out claims processing is equal to the last two months' Standard Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Agreement Period, a matured Standard Service Fee will be used as the basis for the run-out fee.</p> <p>United will bill Customer for the full amount of run-out fee that Customer owes, generally one month prior to the Agreement's termination date. The full payment of run-out fees is due and payable before run-out claims processing will begin. United will only process run-out claims if Customer is current with all Service Fee obligations at time of termination.</p> <p>Suspension of Run-out Processing If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United's notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p> <p>Termination of Run-out Processing Run-out claims processing will terminate: (1) the date United gives Customer notice of termination because Customer did not pay the run-out fees Customer owed United when due as set forth above, or (2) if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.</p> |
| Application of subrogation services. | |

| Service | Comments |
|---|---|
| Abuse and Fraud Management Recovery Program. | The fee includes all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, and draft legal documents. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. Customer will be given the option to participate or decline participation in the settlement |
| Hospital Bill Audit Program. | |
| Credit Balance Recovery Program. | |

F. MEMBER SERVICES

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

G. MEDICARE SERVICES

| Service | Comments |
|---|---|
| Medicare Secondary Payer Reporting. United shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data. | Customer agrees to provide to United in a timely manner and in an agreed upon format any and all data that United requires to comply with the Reporting Requirements. |

H. NETWORK SERVICES

| Service | Comments |
|--|--|
| Network access, management and administrative activities | Standard on all network plans. |
| UnitedHealth PremiumSM Designation Program | Available in designated markets. |
| Network access to chiropractic and complementary alternative medicine providers | |
| Physical Health Clinical Support Program for Chiropractic and Complementary Alternative providers. | |
| Transplant Solutions (TS) Services <ul style="list-style-type: none"> • Transplant Network via Centers of Excellence (COE) • Transplant Access Program (TAP) Network | |
| Reasonable and customary charge guidelines for out of network surgical, medical, lab and x-ray claims. | |
| Shared Savings Program Application of the Shared Savings Program provides additional savings on select non-Network facility and physician claims not eligible for standard network discounts. Program provides access to discounted charges made available to United from health care providers who contract or will negotiate with, a third party to provide such discounted charges. | The services under this program provide access to provider discounts only and do not include credentialing of providers or other Network services. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services under the Shared Savings Program. Either party can terminate the Shared Savings Program at any time for any reason with written notice. |

| Service | Comments |
|---|---|
| Facility Reasonable & Customary Charge Determination Program. This program provides for reduction of facility billed charges in accordance with appropriate guidelines. | United can terminate the program in whole or in part at any time for any reason |
| Access to Extended Networks (leased networks) | Available at an additional charge. |

I. CARE MANAGEMENT AND OUTREACH SERVICES

| Service | Comments |
|---|---|
| Personal Health Support , an integrated personal health management program using a designated team of nurses and incorporating elements of care management core activities such as case management and support around specific treatment decisions. A pregnancy program, consumer engagement notification program including gaps in care messaging, and a predictive model specific to Customer are also included. | Coordination with external vendors is subject to an additional fee. |
| Medical policy functions , as guided by a medical director. | Standard on all managed plans. |
| Disease Management Programs (including asthma, coronary artery disease, congestive heart failure and diabetes) | Coordination with external vendors is subject to an additional fee. |
| Complex Medical Conditions: <ul style="list-style-type: none"> • Cancer Resource Services • Congenital Heart Disease Resource Services • Healthy Pregnancy • Kidney Resource Services • Neonatal Resource Services | |
| Alternate Care Proposals (ACP) which provide appropriate and cost effective health care services and supplies alternatives that would otherwise not be covered by the Plan. | Customer consents to United's use and administration of the ACP program and delegate to United the discretion and authority to develop and revise ACPs. |
| Activation programs to engage Participants including , monthly health statements member call services, and access to member portal with consumer messaging | |
| Predictive modeling , using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status. | Standard on all managed plans. Additional charges apply for integrating an outside vendor's pharmacy data. |

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

| Service | Comments |
|--|----------|
| Behavioral Health Solutions, Full Care Management <ul style="list-style-type: none"> • Network access, development and maintenance. • Ongoing case management. • Outpatient care management. • Inpatient care management. • Outcomes measurement. • Claims processing, adjudication and member services. • Account management, reporting and communication materials. • Interface with employee assistance program (EAP) vendors. | |

K. EMPLOYEE HEALTH EDUCATION AND MEDICAL SELF-CARE PROGRAM SERVICES

| Service | Comments |
|--|----------|
| NurseLineSM - provides 24-hour access to registered nurses. | |
| Care24SM - works in conjunction with NurseLine and Employee Assistance Program (EAP) to provide 24-hour registered access to clinical, wellness, financial, legal or | |

| Service | Comments |
|-----------------------|----------|
| counseling resources. | |

L. UNITEDHEALTH ALLIES® DISCOUNT PROGRAM

| Service | Comments |
|--|---|
| Core UnitedHealth Allies® Discount Program enabling plan participants to access pre-negotiated savings on certain out-of-pocket health care purchases. The discount value program is not a health insurance plan. | The Core UnitedHealth Allies® Discount Program can be made available to non-covered employees or employees participating in plans not administered by United for an additional fee. |

M. MANAGED PHARMACY SERVICES

| Service | Comments |
|--|--|
| Integrated Pharmacy Services including: <ul style="list-style-type: none"> • Claims processing • Eligibility management • Benefits management • Reporting (available through eServices) • Retail Pharmacy Network Management. • Mail Order Services. • Customer Care Center Services - Toll-free access to customer care voice response unit (for location of network pharmacies), and a pharmacist • Specialty Pharmacy • Support staff and account management | Postage paid return envelopes are <u>not</u> included and are not available. |
| Standard Clinical programs such as standard notification, quantity level limits, and quantity per duration. | |
| Additional programs such as dispense as written (DAW) interventions, retail flags and edits, maximum allowable cost pricing (retail), and generic and mail order programs. | |
| Half-Tab Program | |
| Dispensing fees | Dispensing fees (when applicable) are fees paid to pharmacists and are included as a claim cost. |

N. HEALTH REIMBURSEMENT ACCOUNT (HRA) SERVICES

| Service | Comments |
|---|----------|
| Services for HRA plans such as Human resources communication toolkit. | |

EXHIBIT B – SERVICE FEES

This exhibit lists the service fees Customer must pay United for United’s services during the term of the Agreement. These fees apply for the period from January 1, 2014 through December 31, 2016 unless indicated otherwise. Customer acknowledges that the amounts paid for administrative services are reasonable.

Administrative Service Fees – Standard Medical Service Fees

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

The Standard Medical Fees listed below are based upon an estimated minimum of 826 enrolled Employees.

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

For the period January 1, 2014 through December 31, 2014

- \$54.40 per Employee per month covered under the Choice Plus HRA portion of the Plan.
- \$49.62 per Employee per month covered under the Choice Plus portion of the Plan.

For the period January 1, 2015 through December 31, 2015

- \$56.02 per Employee per month covered under the Choice Plus HRA portion of the Plan.
- \$51.10 per Employee per month covered under the Choice Plus portion of the Plan.

For the period January 1, 2016 through December 31, 2016

- \$57.71 per Employee per month covered under the Choice Plus HRA portion of the Plan.
- \$52.64 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size

Customer’s Average Contract Size is 2.61.

Pharmacy AWP Contract Rate

Pharmacy AWP Contract Rate

Customer’s contract rate for prescription drugs obtained through the home delivery Network Pharmacy for generic drugs is AWP-63% excluding specialty drugs. United uses Medi-Span’s national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Administrative Service Fees - Non-Standard Fees

| Service Description | Fee |
|---|--|
| Fraud and Abuse Management | Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount |
| Hospital Audit Program Services | Fee not to exceed thirty-one percent (31%) of the gross recovery amount |
| Credit Balance Recovery Services | Fee not to exceed ten percent (10%) of the gross recovery amount. |
| Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010 | United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans United does not administer. |
| Third Party Liability Recovery (Subrogation) Services | Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount |

| | |
|---|--|
| Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months | Fee for United's services, equal to thirty percent (30%) of the amount of reductions obtained through United's efforts |
| Shared Savings Program | Customer will pay a fee equal to thirty-five percent (35%) of the "Savings Obtained" as a result of the Shared Savings Program. "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. |
| External Reviews | For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review. |
| Interest Rate on Fees and Underfunding Bank Account | Prime rate plus 2% |

Reporting Credit

United will provide a Reporting credit to help Customer mitigate costs associated with communications to Participants. The reporting credit will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's Administrative Service Fees have been received by United. This credit is available for the period January 1, 2014 through December 31, 2016. If Customer terminates the Agreement prior to December 31, 2016, Customer will pay United a prorated portion of this credit.

\$10,000 reporting credit in 2014

\$10,000 reporting credit in 2015

\$10,000 reporting credit in 2016

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees”) payable by Customer under this Agreement will be adjusted through a credit to its Service Fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period January 1, 2014 through December 31, 2016 unless indicated otherwise (each twelve month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are your exclusive financial remedies.

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

United reserves the right from time to time to replace any report or change the format of any report referenced in these guarantees. In such event, the guarantees will be modified to the degree necessary to carry out the intent of the parties. United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide you with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

The maximum penalty payout across all guarantees for the Guarantee Period shall in no circumstances exceed 35% of total fees at risk across all guarantees.

| Claim Operations | | |
|----------------------------|--|------------------|
| Time to Process in 10 Days | | |
| Definition | The percentage of all claims United receives will be processed within the designated number of business days of receipt. | |
| Measurement | Percentage of claims processed | 94% |
| Criteria | Time to process, in business days or less after receipt of claim | business days 10 |
| Level | Standard claim operations reports | |
| Period | Site Level | |
| Payment Period | Annually | |
| Fees at Risk | Total Dollars at Risk for this metric | \$11,429 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | 20% |
| Gradients | 11 business days 12 business days 13 business days | |

| | | | |
|--|--|---------|----------|
| | 14 business days | | |
| | 15 business days or more | | |
| Dollar Accuracy (DAR) | | | |
| Definition | Dollar accuracy rate of not less than the designated percent in any quarter. | | |
| Measurement | Percentage of claims dollars processed accurately | | 99% |
| Criteria | Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid. | | |
| Level | Office Level | | |
| Period | Annually | | |
| Payment Period | Annually | | |
| Fees at Risk | Total Dollars at Risk for this metric | | \$11,429 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | | 20% |
| Gradients | 98.99%-98.50% 98.49%-98.00% 97.99%-97.50% 97.49%-97.00% Below 97.00% | | |
| Procedural Accuracy | | | |
| Definition | Procedural accuracy rate of not less than the designated percent. | | |
| Measurement | Percentage of claims processed without procedural (i.e. non-financial) errors | | 97% |
| Criteria | Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors. | | |
| Level | Office Level | | |
| Period | Annually | | |
| Payment Period | Annually | | |
| Fees at Risk | Total Dollars at Risk for this metric | | \$11,429 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | | 20% |
| Gradients | 96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00% | | |
| Member Phone Service | | | |
| Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Account, Health Savings Account, etc. | | | |
| Average Speed to Answer | | | |
| Definition | Calls will sequence through our phone system and be answered by customer service within the parameters set forth. | | |
| Measurement | Percentage of calls answered | | 100% |
| | Time answered in seconds, on average | seconds | 30 |
| Criteria | Standard tracking reports produced by the phone system for all calls | | |
| Level | Team that services Customer's account | | |
| Period | Annually | | |
| Payment Period | Annually | | |
| Fees at Risk | Total Dollars at Risk for this metric | | \$11,429 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | | 20% |
| Gradients | 32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds | | |
| Abandonment Rate | | | |
| Definition | The average call abandonment rate will be no greater than the percentage set forth | | |
| Measurement | Percentage of total incoming calls to customer service abandoned, on average | | 2% |
| Criteria | Standard tracking reports produced by the phone system for all calls | | |
| Level | Team that services Customer's account | | |
| Period | Annually | | |

| | | | |
|---------------------------------------|--|-------------|-------------|
| Payment Period | Annually | | |
| Fees at Risk | Total Dollars at Risk for this metric | | \$11,429 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | | 20% |
| Gradients | 2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00% | | |
| Call Quality Score | | | |
| Definition | Maintain a call quality score of not less than the percent set forth | | |
| Measurement | Call quality score to meet or exceed | | 93% |
| Criteria | Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program. | | |
| Level | Office that services Customer's account | | |
| Period | Annually | | |
| Payment Period | Annually | | |
| Fees at Risk | Total Dollars at Risk for this metric | | \$11,429 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | | 20% |
| Gradients | 92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00% | | |
| Satisfaction | | | |
| Employee (Member) Satisfaction | | | |
| Definition | The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?" | | |
| Measurement | Percentage of respondents, on average, indicating a grade of satisfied or higher | | 80% |
| Criteria | Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge. | | |
| Level | Office that services Customer's account | | |
| Period | Annually | | |
| Payment Period | Annually | | |
| Fees at Risk | Total Dollars at Risk for this metric | | \$5,714 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | | N/A |
| Gradients | Not applicable | | |
| Customer Satisfaction | | | |
| Definition | The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?" | | |
| Measurement | Minimum score on a 10 point scale | score | 5 |
| Criteria | Standard Customer Scorecard Survey | | |
| Level | Customer specific | | |
| Period | Annually | | |
| Payment Period | Annually | | |
| Fees at Risk | Total Dollars at Risk for this metric | | \$5,714 |
| Payment Amount | Of the Fees at Risk for this metric, percentage at risk for each gradient | | N/A |
| Gradients | Not applicable | | |
| Pharmacy Financial | | | |
| Definition | Pharmacy rate guarantees. | | |
| Measurement and Criteria | | 2014 | 2015 |
| | Combined Discount Guarantee | | |
| | Retail Brand, Average Wholesale Price (AWP) less | 16.8% | 16.8% |
| | Retail Generic, AWP less | 80.0% | 80.5% |
| | Mail Order Brand, AWP less | 21.5% | 21.5% |
| | Mail Order Generic, AWP less | 63.0% | 63.0% |
| | The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together. | | |
| | Dispensing Fee Guarantee | | |
| | Retail Brand | \$1.30 | \$1.30 |
| | | | \$1.30 |

| | | | | |
|----------------------------------|--|---------|---------|---------|
| | Retail Generic | \$1.30 | \$1.30 | \$1.30 |
| | Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type. | | | |
| | Minimum Rebate Guarantee | | | |
| | Rebate Sharing Percentage | 80.0% | 80.0% | 80.0% |
| | Basis, per script | Brand | Brand | Brand |
| | Retail | \$44.20 | \$48.67 | \$51.93 |
| | Mail Order | \$69.13 | \$75.11 | \$76.94 |
| | Fees | | | |
| | Pharmacy Administration Fee (PEPM) | \$0.94 | \$0.97 | \$1.00 |
| Level | Customer Specific | | | |
| Period | Annually | | | |
| Payment Period | Annually | | | |
| Payment Amount - Discounts | The amount the actual discounts are less than the combined guaranteed discount amount. | | | |
| Payment Amount - Dispensing Fees | The amount the combined actual dispensing fee exceeds the combined guarantee dispensing fee. | | | |
| Conditions | <p>Discount Specific Conditions</p> <ul style="list-style-type: none"> Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. Does not apply to items covered under the Plan for which no AWP measure exists. Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. The arrangement excludes all specialty drugs, generic medications launched as an "at-risk" product, generic medications with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. <p>Rebate Specific Conditions</p> <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates if Customer changes or does not elect an incented plan design United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type. <p>General Conditions</p> <ul style="list-style-type: none"> On mail order drugs, United will retain the difference between what we reimburse the Network Pharmacy and Customer's payment for a prescription drug product or service. A minimum of 744 Employees enrolled in the pharmacy plan is required. United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote. | | | |
| PTRX (05/2013) | | | | |
| | Specialty Pharmacy Discount Guarantee | | | |
| Definition | Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network | | | |
| Measurement | Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. | | | |
| Criteria | Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through United's specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual | | | |

| Level | discounts achieved for these drugs during the Guarantee Period. | | | | |
|---------------------------|--|---------------------------|-------------------------|------------------------|---------------------------|
| Period | Customer Specific | | | | |
| Payment Period | Annually | | | | |
| Payment Amount | The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above. | | | | |
| Conditions | <ul style="list-style-type: none"> Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. A minimum of 744 Employees enrolled in the pharmacy plan is required for the guarantee to apply United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark | | | | |
| Specialty Drug Category | Brand Name | Guarantee Pricing (AWP-%) | Specialty Drug Category | Brand Name | Guarantee Pricing (AWP-%) |
| ANEMIA | ARANESP | 14.6% | HIV/AIDS | VIRAMUNE | 15.7% |
| ANEMIA | EPOGEN | 14.8% | HIV/AIDS | VIRAMUNE XR | 15.7% |
| ANEMIA | PROCRIT | 15.1% | HIV/AIDS | VIREAD | 15.7% |
| CYSTIC FIBROSIS | KALYDECO | 15.0% | HIV/AIDS | ZERIT | 13.0% |
| CYSTIC FIBROSIS | PULMOZYME | 13.7% | HIV/AIDS | ZIAGEN | 15.7% |
| CYSTIC FIBROSIS | TOBI | 13.7% | HIV/AIDS | ZIDOVUDINE | 15.0% |
| DIAGNOSTIC | GEREF DIAGNOSTIC | 17.4% | IMMUNE MODULATOR | ACTIMMUNE | 15.8% |
| ENDOCRINE | ACTHAR H.P. | 13.6% | INFERTILITY | A.P.L. | 13.7% |
| ENDOCRINE | EGRIFTA | 15.0% | INFERTILITY | BRAVELLE | 14.6% |
| ENDOCRINE | FIRMAGON | 13.0% | INFERTILITY | CETROTIDE | 15.0% |
| ENDOCRINE | KUVAN | 13.0% | INFERTILITY | CHORIONIC GONADOTROPIN | 11.5% |
| ENDOCRINE | OCTREOTIDE ACETATE | 15.0% | INFERTILITY | FOLLISTIM | 14.6% |
| ENDOCRINE | SAMSCA | 13.0% | INFERTILITY | FOLLISTIM AQ | 14.6% |
| ENDOCRINE | SANDOSTATIN | 15.0% | INFERTILITY | GANIRELIX ACETATE | 11.6% |
| ENDOCRINE | SENSIPAR | 13.6% | INFERTILITY | GONAL-F | 24.0% |
| ENDOCRINE | SOMATULINE DEPOT | 13.5% | INFERTILITY | GONAL-F RFF | 24.0% |
| ENDOCRINE | SOMAVERT | 12.2% | INFERTILITY | LUVERIS | 15.7% |
| ENDOCRINE | ZEMPLAR | 14.2% | INFERTILITY | MENOPUR | 11.5% |
| GROWTH HORMONE DEFICIENCY | GENOTROPIN | 15.4% | INFERTILITY | NOVAREL | 13.7% |
| GROWTH HORMONE DEFICIENCY | GEREF | 13.0% | INFERTILITY | OVIDREL | 15.0% |
| GROWTH HORMONE DEFICIENCY | HUMATROPE | 15.7% | INFERTILITY | PERGONAL | 13.7% |
| GROWTH HORMONE DEFICIENCY | INCRELEX | 14.1% | INFERTILITY | PREGNYL | 11.5% |
| GROWTH HORMONE DEFICIENCY | IPLEX | 13.0% | INFERTILITY | PROFASI | 20.0% |
| GROWTH HORMONE DEFICIENCY | NORDIPEN 15 | 19.0% | INFERTILITY | REPRONEX | 13.6% |
| GROWTH HORMONE DEFICIENCY | NORDIPEN 5 | 19.0% | IRON OVERLOAD | EXJADE | 13.0% |
| GROWTH HORMONE DEFICIENCY | NORDITROPIN | 15.7% | MULTIPLE SCLEROSIS | AMPYRA | 13.3% |
| GROWTH HORMONE DEFICIENCY | NORDITROPIN FLEXPRO | 15.7% | MULTIPLE SCLEROSIS | AVONEX | 13.8% |
| GROWTH HORMONE | NORDITROPIN | 15.7% | MULTIPLE SCLEROSIS | AVONEX | 14.8% |

| | | | | | |
|------------------------------|-----------------------|-------|---------------------------|------------------------|-------|
| DEFICIENCY | NORDIFLEX | | | ADMINISTRATION PACK | |
| GROWTH HORMONE DEFICIENCY | NUTROPIN | 15.7% | MULTIPLE SCLEROSIS | AVONEX PEN | 13.8% |
| GROWTH HORMONE DEFICIENCY | NUTROPIN AQ | 14.9% | MULTIPLE SCLEROSIS | BETASERON | 15.0% |
| GROWTH HORMONE DEFICIENCY | NUTROPIN AQ NUSPIN | 14.9% | MULTIPLE SCLEROSIS | COPAXONE | 15.0% |
| GROWTH HORMONE DEFICIENCY | NUTROPIN DEPOT | 17.4% | MULTIPLE SCLEROSIS | EXTAVIA | 13.0% |
| GROWTH HORMONE DEFICIENCY | OMNITROPE | 15.3% | MULTIPLE SCLEROSIS | GILENYA | 15.0% |
| GROWTH HORMONE DEFICIENCY | OMNITROPE PEN 10 | 15.3% | MULTIPLE SCLEROSIS | REBIF | 14.8% |
| GROWTH HORMONE DEFICIENCY | OMNITROPE PEN 5 | 15.3% | NEUTROPENIA | LEUKINE | 15.3% |
| GROWTH HORMONE DEFICIENCY | SAIZEN | 18.6% | NEUTROPENIA | NEULASTA | 15.0% |
| GROWTH HORMONE DEFICIENCY | SEROSTIM | 12.8% | NEUTROPENIA | NEUPOGEN | 15.0% |
| GROWTH HORMONE DEFICIENCY | TEV-TROPIN | 19.0% | ONCOLOGY - INJECTABLE | SYLATRON | 15.0% |
| GROWTH HORMONE DEFICIENCY | ZORBTIVE | 14.5% | ONCOLOGY - INJECTABLE | SYLATRON 4-PACK | 15.0% |
| HEMATOLOGIC | FIRAZYR | 13.0% | ONCOLOGY - ORAL | AFINITOR | 13.0% |
| HEMATOLOGIC | MOZOBIL | 14.1% | ONCOLOGY - ORAL | ERIVEDGE | 15.0% |
| HEMATOLOGIC | PROMACTA | 14.1% | ONCOLOGY - ORAL | GLEEVEC | 15.7% |
| HEPATITIS B | BARACLUDGE | 14.7% | ONCOLOGY - ORAL | HYCANTIN | 16.3% |
| HEPATITIS B | EPIVIR HBV | 14.7% | ONCOLOGY - ORAL | INLYTA | 15.0% |
| HEPATITIS B | HEPSERA | 14.7% | ONCOLOGY - ORAL | NEXAVAR | 15.0% |
| HEPATITIS B | TYZEKA | 14.7% | ONCOLOGY - ORAL | OFORTA | 13.0% |
| HEPATITIS C | COPEGUS | 15.7% | ONCOLOGY - ORAL | REVLIMID | 11.3% |
| HEPATITIS C | INCIVEK | 15.0% | ONCOLOGY - ORAL | SPRYCEL | 16.0% |
| HEPATITIS C | INFERGEN | 14.7% | ONCOLOGY - ORAL | SUTENT | 15.7% |
| HEPATITIS C | INTRON A | 14.7% | ONCOLOGY - ORAL | TARCEVA | 15.7% |
| HEPATITIS C | PEGASYS | 17.8% | ONCOLOGY - ORAL | TARGETIN | 15.0% |
| HEPATITIS C | PEGINTRON | 15.7% | ONCOLOGY - ORAL | TASIGNA | 15.0% |
| HEPATITIS C | PEGINTRON REDIPEN | 18.9% | ONCOLOGY - ORAL | TEMODAR | 15.7% |
| HEPATITIS C | REBETOL | 17.9% | ONCOLOGY - ORAL | THALOMID | 16.0% |
| HEPATITIS C | RIBAPAK | 54.0% | ONCOLOGY - ORAL | TRETINOIN | 20.0% |
| HEPATITIS C | RIBASPHERE | 13.0% | ONCOLOGY - ORAL | TYKERB | 15.5% |
| HEPATITIS C | RIBATAB TABLETS | 54.0% | ONCOLOGY - ORAL | VESANOID | 13.0% |
| HEPATITIS C | RIBAVIRIN | 57.4% | ONCOLOGY - ORAL | VOTRIENT | 13.0% |
| HEPATITIS C | ROFERON-A | 16.5% | ONCOLOGY - ORAL | XELODA | 15.7% |
| HEPATITIS C | VICTRELIS | 15.0% | ONCOLOGY - ORAL | XTANDI | 15.0% |
| HIV/AIDS | ABACAVIR | 15.7% | ONCOLOGY - ORAL | ZELBORAF | 15.0% |
| HIV/AIDS | AGENERASE | 13.0% | ONCOLOGY - ORAL | ZOLINZA | 15.7% |
| HIV/AIDS | APTIVUS | 13.0% | ONCOLOGY - ORAL | ZYTIGA | 15.0% |
| HIV/AIDS | ATRIPLA | 14.8% | OSTEOPOROSIS | FORTEO | 14.7% |
| HIV/AIDS | COMBIVIR | 15.0% | PARKINSONS DISEASE | APOKYN | 13.1% |
| HIV/AIDS | COMPLERA | 15.0% | PSORIASIS | STELARA | 13.0% |
| HIV/AIDS | CRIVIVAN | 13.0% | PULMONARY HYPERTENSION | ADCIRCA | 14.2% |
| HIV/AIDS | DIDANOSINE | 15.8% | PULMONARY HYPERTENSION | LETAIRIS | 14.2% |
| HIV/AIDS | EDURANT | 15.0% | PULMONARY HYPERTENSION | REVATIO | 14.2% |
| HIV/AIDS | EMTRIVA | 13.0% | PULMONARY HYPERTENSION | TRACLEER | 14.2% |
| HIV/AIDS | EPIVIR | 15.7% | PULMONARY HYPERTENSION | TYVASO * | 5.5% |

| | | | | | |
|----------|-----------------------|-------|---|-----------------------|---------|
| HIV/AIDS | EPZICOM | 15.0% | PULMONARY HYPERTENSION | VENTAVIS * | + 8.14% |
| HIV/AIDS | FUZEON | 13.0% | RHEUMATOID ARTHRITIS | CIMZIA | 13.0% |
| HIV/AIDS | INTELENCE | 14.1% | RHEUMATOID ARTHRITIS | ENBREL | 14.0% |
| HIV/AIDS | INVIRASE | 13.0% | RHEUMATOID ARTHRITIS | HUMIRA | 16.1% |
| HIV/AIDS | ISENTRESS | 13.3% | RHEUMATOID ARTHRITIS | KINERET | 14.7% |
| HIV/AIDS | KALETRA | 15.0% | RHEUMATOID ARTHRITIS | ORENCIA | 15.1% |
| HIV/AIDS | LAMIVUDINE | 15.7% | RHEUMATOID ARTHRITIS | SIMPONI | 13.0% |
| HIV/AIDS | LAMIVUDINE-ZIDOVUDINE | 15.0% | THROMBOCYTOPENIA PREVENTION | NEUMEGA | 14.5% |
| HIV/AIDS | LEXIVA | 15.7% | TRANSPLANT | CELLCEPT | 14.1% |
| HIV/AIDS | NEVIRAPINE | 15.7% | TRANSPLANT | CYCLOSPORINE | 52.2% |
| HIV/AIDS | NORVIR | 15.7% | TRANSPLANT | CYCLOSPORINE MODIFIED | 52.2% |
| HIV/AIDS | PREZISTA | 15.7% | TRANSPLANT | GENGRAF | 19.0% |
| HIV/AIDS | RESCRIPTOR | 13.0% | TRANSPLANT | HECORIA | 14.9% |
| HIV/AIDS | RETROVIR | 13.0% | TRANSPLANT | MYCOPHENOLATE MOFETIL | 13.3% |
| HIV/AIDS | REYATAZ | 15.0% | TRANSPLANT | MYFORTIC | 15.0% |
| HIV/AIDS | SELZENTRY | 13.0% | TRANSPLANT | NEORAL | 15.7% |
| HIV/AIDS | STAVUDINE | 13.0% | TRANSPLANT | PROGRAF | 14.9% |
| HIV/AIDS | STRIBILD | 15.0% | TRANSPLANT | RAPAMUNE | 15.0% |
| HIV/AIDS | SUSTIVA | 15.7% | TRANSPLANT | SANDIMMUNE | 28.2% |
| HIV/AIDS | TRIZIVIR | 15.7% | TRANSPLANT | TACROLIMUS | 13.6% |
| HIV/AIDS | TRUVADA | 14.9% | TRANSPLANT | TACROLIMUS ANHYDROUS | 13.6% |
| HIV/AIDS | VIDEX | 13.0% | TRANSPLANT | TACROLIMUS MICRONIZED | 13.6% |
| HIV/AIDS | VIDEX EC | 13.0% | TRANSPLANT | ZORTRESS | 15.0% |
| HIV/AIDS | VIRACEPT | 15.7% | NOTE: Can only dispense Anemia and Neutropenia drugs where they are adjunct therapy to Hepatitis-C. | | |

Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period January 1, 2014 through December 31 2014 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

| Actual Discount Range | Fees At Risk |
|-----------------------|--------------|
| Less Than 51.4% | 15.0% |
| 51.4% - 52.4% | 12.0% |
| 52.4% - 53.4% | 9.0% |
| 53.4% - 54.4% | 6.0% |
| 54.4% - 55.4% | 3.0% |
| Greater Than 55.4% | 0.0% |

United agrees to reimburse Customer the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 15% of the standard medical fees (excluding optional and non-standard fees).

The maximum penalty payout across all performance guarantees for the contract period shall in no circumstances exceed 35% of total fees at risk across all guarantees.

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions*:

| | |
|---|-------|
| Employees enrolled in a UnitedHealthcare Choice Network | 798 |
| Target Network Savings Percentage (Illustrative) | 58.4% |
| Risk Free Corridor | 3.0% |

For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by United with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.

Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.

United reserves the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

United reserves the right to exclude all claims for claimants with covered charges \$125,000 or greater during the guarantee period.

Claims where United is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.

Mental Health/Substance Abuse claims are excluded.

The table below provides the in-network savings for those markets with the largest number of employees based on the Customer’s network match. These savings will be utilized to determine Customer’s final Target In-Network Savings Percentage based on actual enrollments by market.

| Market Name | Employees | Employee % | In-network Savings |
|----------------|-----------|------------|--------------------|
| KANSAS CITY | 785 | 98.4% | 58.6% |
| Other | 13 | 1.6% | 47.7% |
| Total/Average* | 798 | 100.0% | 58.4% |

Groups added by Customer after the plan’s effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 200 total employees enrolled in the United plan is required for the Network Savings Guarantee to remain in effect.

United reserves the right to revise this guarantee under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this guarantee.
- Changes in federal, state or other applicable legislation or regulation require changes to this guarantee

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT ADDENDUM

(Note: Business Associate Agreement to be handed out at meeting or as otherwise agreed to by Governing Body).

50144097 (12/13)