

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH UNITED HEALTHCARE SERVICES, INC., TO PROVIDE ADMINISTRATIVE SERVICES ONLY (ASO) FOR MEDICAL AND PRESCRIPTION SERVICES FOR THE CITY OF DENTON’S SELF-FUNDED HEALTH PLANS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2023 (RFP 7978 –AWARDED TO UNITED HEALTHCARE SERVICES, INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$4,300,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals ASO for Medical Prescription Coverage; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP</u> <u>NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
7978	United Healthcare Services, Inc.	\$4,300,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations,

Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

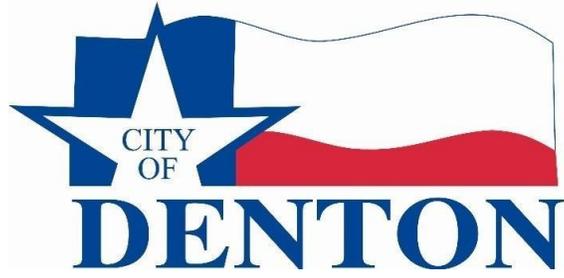
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityof
denton.com, c=US
Date: 2022.10.27 21:51:06
-05'00'



DocuSign City Council Transmittal Coversheet

RFP	7978
File Name	ASO for Medical Prescription Coverage
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND UNITED HEALTHCARE SERVICES, INC
(CONTRACT 7978)**

THIS CONTRACT is made and entered into this date January 1, 2023, (the “Effective Date”) by and between **United Healthcare Services, Inc** a Minnesota corporation, whose address is 9900 Bren Road East Minnetonka, MN 55343 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City’s document RFP 7978 - ASO for Medical and Prescription Coverage, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton Standard Terms and Conditions (**Exhibit “B”**);
- (c) Insurance Requirements and Workers’ Compensation Requirements (**Exhibit “C”**);
- (d) Supplier Terms and Conditions (**Exhibit "D"**);
- (e) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "E"**);
- (f) City of Denton’s RFP 7978 (**Exhibit “F” on File at the Office of the Purchasing Agent**) including United’s response;

These documents make up the Contract and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the base agreement then to the exhibits in the order in which they are listed above. These documents shall be referred to collectively as “Contract Documents.”

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is
Contract # 7978

prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

CITY OF DENTON, TEXAS

BY: *Jennifer Dumas*
DocuSigned by:
AUTHORIZED SIGNATURE

BY: _____
SARA HENSLEY, CITY MANAGER

Printed Name: Jennifer Dumas

Title: Regional Contract Manager

ATTEST:
ROSA RIOS, CITY SECRETARY

763-957-6766
PHONE NUMBER

BY: _____

jennifer_dumas@uhc.com
EMAIL ADDRESS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

2022-947632
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

BY: *Marcella Luna*
DocuSigned by:
4B070831B4AA438...

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

BY: *Sarah Kuechler* Sarah Kuechler
DocuSigned by:
SIGNATURE PRINTED NAME

Director of Human Resources
TITLE

Human Resources
DEPARTMENT

Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$4,300,000. Pricing shall be per Attachment D, Attachment D-5 – Fees.

2. Intentionally Deleted

3. Contract Terms

This contract shall be effective for three (3) years from the Effective Date (“Initial Term”). City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods. Each service period under this contract will begin January 1 and end December 31.

The contract shall commence on the effective date and shall automatically renew each year, from the effective date. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

Contractor may change the fees on the latter of the expiration of:

- A Renewal Term, or
- Any applicable multi-year fee term as set forth in Attachment D-5 - Fees.

Contractor will provide City with 30 days prior written notice of the revised Fees for each Renewal Term, and such Fees will be effective the first day of such Renewal Term. Contractor will provide City with a new Attachment D-5 – Fees that will replace the existing Attachment D-5 – Fees.

Contractor may also change the Fees:

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

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

If City does not agree to any change in Fees, City may terminate this Agreement after City receives written notice of the new Fees. City must still pay any amounts due for the periods during which the Agreement is in effect.

Exhibit B
City of Denton Standard Purchase Terms and Conditions

These standard Terms and Conditions are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all services/deliverables described in this Contract and the Solicitation in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** This Contract shall be effective as of the date services begin, and shall continue in effect until the is terminated pursuant to the terms herein.

3. **INTENTIONALLY DELETED**

4. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City contract or on the City's property .

- i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
- ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA”) enacted on September 30, 1996.

5. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, shall comply with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor’s obligations under this paragraph.

Environmental Protection: Supplier shall comply with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

6. INVOICES:

A. The Contractor shall submit an on-line invoice in advance of the first of each month. The due date for payment of the invoiced amounts is on the first day of the next calendar month (“Due Date”). Invoices are generated using monthly enrollment provided by Customer. If City has elected to self-bill, monthly enrollment shall be measured based off the sold proration method for the month to which the fee applies (e.g., 1st day of the month, mid-month).

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department’s Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor’s name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor’s registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor’s invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

7. PAYMENT:

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

Late Payment. If amounts owed are not paid within 30 days after their Due Date (“Grace Period”), City will pay Contractor interest on these amounts at the interest rate set forth in Attachment D-5 – Fees (“Interest Rate”). City shall reimburse Contractor for any costs that

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

A. If payment is not timely made, (per the above); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

B. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds.

C. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. INTENTIONALLY DELETED

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

16. INTENTIONALLY DELETED

17. RIGHT TO AUDIT:

A. On each calendar year during the term of the Contract or any applicable runout period, the City, or a mutually agreeable entity on Customer's behalf, shall have the right to conduct a medical claims audit for the purposes of determining if Contractor is administering its claims transactional Services in accordance with Plan provisions. Prior to the commencement of this audit, a signed, mutually agreeable confidentiality agreement with Contractor is required.. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract for period of

time as required by law. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City. The cost of the audit will be borne by the City.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the

terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in accordance with the provisions, specifications and terms of the Contract;
- ii. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

B. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

19. INTENTIONALLY DELETED

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. INTENTIONALLY DELETED

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

23. INTENTIONALL DELETED

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may terminate this Contract with thirty (30) days written notice..

25. INTENTIONALLY DELETED

26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate as outlined in Section 15, Indemnification. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE:** Either party shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice following the Initial Term.

This Contract may also terminate under the following circumstances:

- (1) The Plan terminates,
- (2) Both Parties agree in writing to terminate this Agreement,
- (4) Contractor gives City notice of termination because City did not pay the fees or other amounts City owed Contractor when due under the terms of this Agreement,
- (5) Contractor gives City notice of termination because City failed to provide the required funds for payment of benefits under the terms of this Agreement,
- (6) Either Party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by City or the funding of Plan benefits, and does not correct the breach within 30 days after being notified in writing by the other Party,
- (7) Contractor gives City notice of termination in the event of a filing by or against the City of

a petition for relief under the Federal Bankruptcy Code, or
(8) As otherwise specified in this Agreement.

Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such runout exceptions.. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD:** Fraudulent statements by the Contractor in any report required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **INTENTIONALLY DELETED**

31. **INDEMNITY:**

Indemnification of Contractor. To the extent allowed by Texas law, City shall indemnify Contractor for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses Contractor incurs, including reasonable attorneys' fees and costs, to the extent arising out of one of more of the following: (i) Customer's breach of this Agreement; and (ii) Customer's design and operation of the Plan and claims brought against Contractor as the claims administrator. The provisions of this paragraph do not constitute a waiver of any applicable local, State and federal rules and laws, including Sovereign Immunity, Chapter 101 of the Texas Civil Practice and Remedies Code, and Article XI, Section 7 of the Texas Constitution.

Indemnification of Customer. Contractor shall indemnify City for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses City incurs, including reasonable attorneys' fees and costs, to the extent arising out of one or both of the following: (i) Contractor's breach of this Agreement; and (ii) a breach by a third party of any agreements Contractor enters into with third parties to perform Services under this Agreement.

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

32. **INSURANCE:** Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Exhibit C – Insurance Requirements and Workers' Compensation Requirements, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. The Contractor must also forward a Certificate of Insurance to the City upon request.

iii. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

iii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

iv. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. INTENTIONALLY DELETED

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. INTENTIONALLY DELETED

37. CONFIDENTIALITY:

Definition:

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

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

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

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

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

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

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

Each party acknowledges and agrees that the Confidential Information is the valuable property of each party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the other party and/or its licensors. The parties (including its employees, subcontractors, agents, or representatives) agree that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information of the other party without the prior written consent of the other party, unless otherwise authorized herein, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the disclosing party promptly notifies the other party before disclosing such information so as to permit the other party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than that party Contractor uses within its own business to protect its own most valuable

information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. INTENTIONALLY DELETED

39. INTENTIONALLY DELETED

40. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and

control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. Notwithstanding the foregoing, Contractor may assign this Agreement to Contractor's affiliates, or a purchaser of all or substantially all of Contractor's assets, and Contractor will provide notice to City of the assignment.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. An authorized representative of Contractor must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. THIRD PARTY BENEFICIARIES. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

47. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

48. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

49. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties,

reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

50. DISPUTE RESOLUTION:

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

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

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

Nothing in this Section 50 will be interpreted to limit, waive, or nullify any other rights under this Agreement.

51. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

52. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

53. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

54. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

55. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City Contracts. By accepting a Contract with the City, the Contractor certifies, to its reasonable knowledge and belief, that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

56. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

57. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable.

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means –

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

58.INTENTIONALLY DELETED

59.INTENTIONALL DELETED

60. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

61. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

62. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall comply with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

63. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

64. INTENTIONALLY DELETED

65. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

66. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as

a waiver of any continuing or succeeding breach.

67. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

68. RECORDS RETENTION: The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period requested by law.. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Exhibit C
**Insurance Requirements and
Workers' Compensation Requirements**

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until this Contract terminates, the minimum insurance coverage as indicated hereinafter.

Contractor shall provide certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII**.
- Commercial General Liability and Automobile Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- **Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.**
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences

arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. **Cyber Insurance**

Cyber coverage provides protection for business liability for a data breach, cyber extortion, business interruption due to malicious cyber-attacks or malware infections. A Cyber policy will be required any time a system interfaces with the City of Denton's servers or houses sensitive information such as customer or employee data. When Cyber coverage is required commercial crime is also required. Limits of not less than \$10,000,000 are required unless other limits are individually approved by the City.

General Liability Insurance

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition

and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment C-1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

[] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[] **Professional Liability Insurance**

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[] **Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

[] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

[] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT C-1**[] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities****A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of

any change that materially affects the provision of coverage of any person providing services on the project.

- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit D
Supplier Terms and Conditions

Section 1 Definitions

The following terms have the meanings set forth below. The words may be singular or plural.

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

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

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

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

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

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

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

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

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

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

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the self-funded health benefits for which United is providing Services, as described in the Summary Plan Description.

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

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

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

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

Section 2 Attachments

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

Section 3 Fees

Section 3.1 Payment of Fees. Customer shall pay United all Fees set forth in each active Attachment hereto.

Section 3.2 Additional Services and Fees. Customer may request that United provide Services in addition to those set forth in this Agreement and if United agrees to provide such Services, an additional Fee may be charged.

Section 3.3 Reasonableness of Fees. Customer hereby acknowledges that the Fees paid for Services provided under this Agreement are reasonable.

Section 4 United Service Responsibilities

United shall provide Services to Customer set forth in each active exhibit attached hereto including but not limited to the Parties' obligations with respect to privacy of information under this Agreement set forth in Attachment D-3 - Business Associate Agreement and United's obligations with respect to security of information under this Agreement set forth in Attachment D-4 - Security.

Section 5 Customer Responsibilities

Section 5.1 Responsibility for the Plan. United is not the Plan Administrator of the Plan. Any references in this Agreement to United "administering the Plan" are descriptive only and do not confer upon United any responsibilities or duties beyond the claim administration duties set forth herein. Customer is responsible for the Plan, including its benefit design, the legal sufficiency and distribution of Plan documents, and compliance with any laws that apply to Customer or the Plan, whether Customer is the Plan Administrator or Customer designates another party as the Plan Administrator. The Customer agrees that the Plan has the authority to pay from Plan assets all fees due under this Agreement.

Section 5.2 Plan Consistent with this Agreement. Customer agrees that Plan documents, including the Summary Plan Description and/or the summary of Plan benefits and exclusions are consistent with this Agreement. Before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer shall provide United with such communications which refer to United or its Services. Customer shall amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the Services United is providing.

Section 5.3 Plan Changes. Customer shall provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the Services United provides under this Agreement. Customer's requested changes must be mutually agreed to in writing prior to implementation of such change.

United shall notify Customer if United will not implement or administer the change. Upon such notification (a) United shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon 90 days written notice.

Section 5.4 Information Customer Provides to United. Customer shall provide United in a timely manner all information that United requires to provide Services under this Agreement. United may rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

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

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

Section 5.5 Notices to Participants. Customer shall give Participants the information and documents they need to obtain benefits under the Plan before coverage begins. In the event this Agreement is terminated, Customer shall notify all Participants that the Services United is providing under this Agreement are discontinued.

Section 5.6 Affiliated Employers. Customer agrees that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by ERISA (if applicable) and/or the United States Internal Revenue Code of 1986. Customer agrees to provide United (a) notice anytime it acquires, divests, or merges with another entity, and (b) with a list of Customer affiliates covered under the Plan upon request.

Section 5.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 5.8 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan, or on United in its capacity as the claims administrator of the Plan, whether or not remitted by United, including the funding, remittance, and determination of amounts due under The Patient Protection and Affordable Care Act of 2010.

Section 6 Records and Information

Section 6.1 Records. United shall keep records relating to the Services it provides under this Agreement for as long as United is required to do so by law.

Section 7 Termination

Section 7.1 End of Services. United's provision of Services under this Agreement ends on the date this Agreement terminates, regardless of the date that claims are incurred. Notwithstanding the forgoing, United shall provide the run-out Services set forth in an active Attachment attached hereto after the termination of the Agreement. The Parties agree that these Terms and Condition will continue to apply to the run-out Services.

Section 7.2 Survivability. Sections 7, 10.3, 9.1, 9.3 and 9.4 will survive the termination of this Agreement and any provision of an exhibit which by its nature would continue beyond the termination of this Agreement will also survive.

Section 8 Miscellaneous

Section 8.1 Use of Name. The Parties agree not to use each other's name, logo, service marks, trademarks, or other identifying information without the written permission of the other, except that Customer grants United permission to use Customer's name, logo, service marks, trademarks, or other identifying information for United to carry out its obligations under this Agreement.

Section 8.2 Compliance with Laws and Regulations. The Parties agree to comply with all applicable federal, state, and other laws and regulations in its performance under this Agreement.

Section 8.3 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (including any form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties may rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement (including by means of an electronic signature), and such facsimile or similar executed electronic copy will be legally effective to create a valid and binding agreement between the Parties.

Attachment D-1 – Medical Benefit Administration Services UnitedHealthcare

The following are the Services United has agreed to provide to Customer. The Services described in this Attachment D-1 will be made available to Customer and where applicable to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 1 Network

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

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

Out of Network Programs. United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customer's elected out of network programs are identified in Attachment D-5 – Fees. Programs are subject to change or termination at United's discretion.

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

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

Section 2 Prevention and Recovery Services

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

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

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

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

United makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Attachment D-5 - Fees.

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

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

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer’s (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer’s (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within 30 days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the

Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

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

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

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

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

Recovery Fees. Customer will be charged a fee for the Payment Integrity Services described in this Section 2. That fee is set forth in Attachment D-5-Fees. No fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class

action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Section 3 Fees

Fees. Customer will pay United the Fees specified in Attachment D-5 – Fees, in addition to any other Fees set forth in this Agreement. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees may be paid through a withdrawal from the Bank Account.

Section 4 Providing Funds

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

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

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

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

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

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

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

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

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

At Customer's expense, United will:

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

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

- (1) Customer must immediately correct the funding deficiency and provide prompt notice to United,
- (2) United may place stop payments on checks, stop issuing checks and non-draft payments, and suspend any of its other Services under this Agreement for the period of time Customer does not provide the required funding, and
- (3) If Customer does not correct the funding deficiency within 3 business days, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding at the Interest Rate.

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

Section 5 Medical Benefit Drug Rebate Allocation and Payment

United or a subcontractor may negotiate with drug manufacturers regarding the payment of Medical Benefit Drug Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of Medical Benefit Drug Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. Customer will receive compensation under this program as set forth in Attachment D-5-Fees. United will retain interest earned during the Medical Benefit Drug Rebate processing timeframe.

Customer will only receive Customer's Medical Benefit Drug Rebates to the extent that Medical Benefit Drug Rebates are received by United. For example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving Medical Benefit Drug

Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Medical Benefit Drug Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to Medical Benefit Drug Rebates, including forfeiture of any Medical Benefit Drug Rebates earned but not paid.

Section 6 Claim Determinations and Appeals

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

Second Level Appeals. The Party appointed as the named fiduciary under the Plan with respect to performing the fair and impartial review of second level internal appeals (as set forth in Attachment D-5– Fees), shall make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable Law. That Party shall notify the claimant of the outcome of the final internal appeal. That party's determination will be final and binding on the claimant and all other interested parties, except as to a claimant's right to an appeal under the external review program.

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

- (1) A fee will apply beyond a limited number of free reviews based upon Customer's total enrollment as set forth in Attachment D-5 – Fees,
- (2) Customer acknowledges that the independent review organizations are not United subcontractors, and
- (3) United is not responsible for the decisions of the independent review organizations.

Section 7 System Access

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

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

Security Procedures. Customer shall:

- (1) use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United,
- (2) use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United,
- (3) maintain appropriate logs and monitoring of system activity, and
- (4) notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse or unauthorized disclosure of passwords and user IDs provided by United.

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

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

Section 8 Schedule of Services

Account Management
Implementation and maintenance of account and Plans.
Designated account management team.
Enrollment meetings and support.
Standard initial enrollment kit including bulk mailing.
Standard ID Card production and issuance.
Electronic eligibility and enrollment processing.
Management and review of benefits and data.
Electronic billing, presentment, and payment.
Online administration Services accessed through United’s Customer eServices web site including online eligibility maintenance, claim status inquiry and online reporting. Customer is provided a designated number of IDs to the web site. United reserves the right, from time to time, to change the content, format and/or type of United’s reports.
Interface with third party stop loss vendor, as requested by Customer. United will provide its standard claim financial reports to support Customer’s filing of Individual Stop Loss (ISL) claims. It is Customer’s responsibility to detect claims that may be covered by a third party stop loss carrier policy purchased by Customer.
Nonstandard or ad hoc reports, subject to an additional Fee.
Summary Plan Description (“SPD”) Assistance. Upon request, United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon, with one additional draft in response to Customer’s comments and a final draft SPD. If Customer drafts its own SPD, Customer shall provide United with a copy for United’s review in a timely manner to ensure consistency with United’s administration of the Plan under this Agreement. “Plan”, for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English. Printing of SPDs is available at an additional cost. If the SPD is not finalized sufficiently in advance of the Effective Date of United’s Services, United will (i) utilize the summary of Plan benefits and exclusions document that United has created based on its understanding of Customer’s Plan design and which Customer has reviewed and approved or (ii) create, at United’s discretion, an operational SPD which will be based upon the summary of Plan benefits and exclusions document that Customer has reviewed and approved. United will administer claims and otherwise provide United’s Services in accordance with the above until a final SPD is provided to United.
Summary of Benefits and Coverage (“SBC”) provided electronically in United’s standard format for medical Plans administered by United. Initial SBC and 1 amendment per year provided.
Underwriting and Financial Services
Overall program accounting (year-end reconciliation).
Claim projections.
Annual projection of cost impact for benefit design changes.
Annual projection of conventional premium equivalent rates.
Annual reserve estimates.

Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals.

Provide required data necessary to enable Customer to file Form 5500.

Claims Administration Services

Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for United to determine whether a benefit is payable under the Plan. Customer delegates to United the discretion and authority to use United’s claim procedures and standards for Plan benefit claim determination.

Standard claims processing, including re-pricing and payment of claims, auto and manual adjudication using proprietary software, and pending and subsequent claim review.

Claim determinations and appeals Services.

Claim history load from one prior carrier using United’s standard process.

Medical claim review and utilization management of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.

Standard coordination of benefits for all applicable claims.

Production and distribution of monthly health statements.

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

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

Litigation Fees and Costs. Customer will pay for all reasonable legal fees and costs United incurs if United gives Customer reasonable advance notice of United’s intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United’s fiduciary obligations on United’s litigation strategy. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Prevention and recovery Services, as elected by Customer (see Attachment D-5 – Fees) and agreed to by United.

Processing of run-out claims (meaning claims incurred prior to the termination date) for a specified period following termination of the Agreement, if purchased by Customer. United will bill Customer for the full amount of run-out fee that Customer owes, if applicable, generally one month prior to the Agreement’s termination date. The full payment of run-out fees is due and payable before run-out claims processing begins.

If Customer fails to pay United fees due or fails to provide the funding for the payment of benefits, or if United terminates for any other material breach, run-out will not apply. Run-out fees may apply to partial terminations at United’s discretion.

Network Services

Network access, management, and administration.

Network access to physical health networks, including chiropractic, physical therapy,

occupational therapy, speech therapy, and complementary alternative medicine.
Out of network programs , as elected by Customer (see Attachment D-5– Fees) and agreed to by United.
Value Based Contracting Program.
UnitedHealthcare PremiumSM Designation Program , available in designated markets.
Participant and Care Management Services
Member service center , accessed by Participants through a dedicated toll-free number
Website enabling Participants to learn about benefits, find a provider, estimate treatments options and costs, check claims status, review personal health record, print, or request ID cards, access monthly health statements, manage prescriptions, access health tools, and review health and wellness information.
Medical policy functions , as guided by a medical director, including health policy, quality assurance and medical management analysis and structure.
Personal health support , a comprehensive, integrated personal health management program incorporating all elements of care management core activities, such as case management notification, inpatient care management, readmission management, case management and decision support.
Disease management Services , as elected by Customer; additional Fees may apply.
Complex medical condition programs , as elected by Customer; additional Fees may apply.
Maternity programs , as elected by Customer, additional Fees may apply.
Wellness programs , as elected by Customer, additional Fees may apply.
Digital health and wellness experience , which may include, health surveys, wellness missions and challenges, personal health record access, public communities, dashboard of results, and device integration. If Customer elects to offer reward incentives, Customer will be responsible for the funding. Other related Services are available for an additional Fee.
Transplant resource Services , including access to Centers of Excellence (“COE”) network and Transplant Access Program (“TAP”) network. Transplant cost negotiation Services for care outside of the COE or TAP networks is provided for a standard negotiating Fee, as elected by Customer.
Predictive modeling , using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status. Additional charges apply for integrating an outside vendor’s pharmacy data.
Integration of historical and ongoing external pharmacy vendor data into predictive model. A Fee applies for historical integration. As long as Customer uses a pharmacy benefit manager with which United has an existing data sharing agreement there is no additional Fee for ongoing integration.
Integration of historical medical data into predictive model , additional Fees may apply.
Obesity and Diabetes Prevention Services , as elected by Customer. Customizable program delivered to eligible Participants with a goal of preventing diabetes and other obesity related diseases. The program uses a 52-week approach with online technology and live audio/video capabilities.
Behavioral health Services , a comprehensive behavioral health management program including network access, development, and maintenance, claims processing, case management, member services, and outpatient care management. Other related Services are available for an additional Fee.

Other Services

Medicare Part D subsidy reporting Services. If elected by Customer, United will provide to Customer or, at Customer's request, directly to Centers for Medicare & Medicaid Services ("CMS"), information for Customer to comply with the requirements of the Retiree Drug Subsidy ("RDS") program in United's standard reporting which is compliant with CMS submission procedures and deadlines.

Customer will provide United with any information United reasonably requires in order to prepare these reports, including but, not limited to, Plan Variation/Reporting Code used to isolate members for whom Customer is pursuing the RDS, Participants' social security numbers or health information codes. Customer represents to United, and United acknowledges, that information provided in connection with the Services under this Agreement is used for purposes of obtaining Federal funds.

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

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

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

Attachment D-2 – Pharmacy Benefit Administration Services

The following are the pharmacy benefit administrative services United has agreed to provide to Customer either directly or through its pharmacy benefit manager affiliate. Customer may request that United provide services in addition to those set forth in this Exhibit. Any additional services United agrees to provide may be subject to an additional fee. The services described in this Attachment D-2 will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 1 Definitions

For pharmacy benefit administrative services, the following terms have the meanings set forth below. The words may be singular or plural.

Authorized Brand Alternative Drug: A drug with a unique NDC that is the bioequivalent of a Brand Drug that is under patent and which is manufactured by the patent holder or affiliate or a third party under a license, whether or not identified as a Brand Drug or Generic Drug by the manufacturer or a Pricing Source.

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

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

Compound Drug: A Prescription Drug that is prepared by a pharmacist who mixes or adjusts one or more Prescription Drugs to customize a medication to meet a Participant's individual medical needs.

Covered Prescription Service: Prescription Drugs or other services or supplies dispensed by a pharmacy to a Participant for which coverage is provided in accordance with the Participant's Plan.

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

Drug Manufacturer: An entity that manufactures, sells, markets or distributes Prescription Drugs; shall not include wholesalers engaged in the sale and distribution of Prescription Drugs.

FDA: The United States Food and Drug Administration or any successor governmental authority.

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

Limited Distribution Drugs: Specialty Drugs which are distributed to one or a very limited number of pharmacies, distributors or wholesalers.

MAC: The maximum allowable cost of a Prescription Drug as specified on a list established by

United. United may have multiple MAC lists, each of which is subject to United's periodic review and modification in its sole discretion.

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

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

Manufacturer Administrative Fees: The administrative fees paid by drug manufacturers to United for United's provision of Rebate administration services.

NDC: The 11 digit National Drug Code that is the identifying Prescription Drug number maintained by the FDA.

Non-MAC Generic Drugs: Generic Drugs where market conditions do not allow for MAC prices to be used.

P&T Committee: The Pharmacy and Therapeutics Committee formed by United that reviews a Prescription Drug for inclusion on the PDL and creates criteria, policies and procedures for such inclusion including, but not limited to, clinically appropriate quantity restrictions, step therapies and prior authorizations.

Prescription Claim: A single request for payment for a Covered Prescription Service.

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

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

Price Protection: Amounts received from Drug Manufacturers from contracted restrictions on drug price inflation.

Rebate: Any discount, [Manufacturer Administration Fees],[price protection amounts] price concession or other remuneration United receives from a Drug Manufacturer under a Rebate agreement that is contingent upon and related directly to Participant use of a Prescription Drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any discount, price concession [, Manufacturer Administration Fees],[price protection amounts] or other direct or indirect remuneration United or a group purchasing organization receives from a Drug Manufacturer for direct purchase of a Prescription Drug or for the provision of any product or service or tool, including analytical services used in the review of data.

Pricing Source: The Medi-Span Prescription Pricing Guide, with supplements, or another nationally recognized pricing source determined by United.

Single-Source Generic Drugs: Generic Drugs that have either recently come off patent and do not generate discounts traditionally delivered by Generic Drugs or have an exclusive Drug Manufacturer.

Specialty Drugs: Prescription Drugs that have at least 3 of the following criteria: (a) a

biotechnology product or exhibit gene therapy technology; (b) FDA designated orphan or ultra-orphan status; (c) any formulation of drug that is high-cost as defined by the CMS Specialty cost threshold; (d) drugs requiring focused, in-depth Participant education and/or adherence monitoring and/or side effect management and/or injection preparation/administration education; (e) drugs that require specialized storage control or other specific shipping/handling requirements; (f) infusion or healthcare administered injectable drugs professionally administered by a healthcare professional or in a healthcare setting (but excluding supplies or the cost of administration); or (g) therapy requiring management and/or care coordination by a healthcare provider specializing in the Participant's condition; or (h) managed as part of an existing specialty therapeutic program. Specialty Drugs shall not include any Prescription Drugs that: (x) require nuclear pharmacy sourcing; (y) are preventive immunizations (e.g., influenza, DTP); or (z) are administered only in the inpatient setting.

Specialty Drug List: The Specialty Drug List is maintained and updated by United from time to time.

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

Usual and Customary Charge: The price, including all applicable customer discounts that a cash paying customer pays a Network Pharmacy for Prescription Drugs as reported to United by such Network Pharmacy.

Section 2 Prescription Drug Benefit Services

Section 2.1 Administrative Support. United will provide administrative services to the Plan in accordance with Customer's most recent SPD(s) and as set forth in this Agreement.

Engagement. Customer engages United or its affiliate as its exclusive provider of the prescription drug benefit services set forth in this Agreement.

Reporting. United will make available to Customer United's standard online reports.

Section 2.2 Pharmacy Network Administration. United will establish and maintain a network of pharmacies to provide services to Customer. United may add or remove Network Pharmacies from the pharmacy network. United will make a reasonable effort to provide Customer with advance notice of any material changes to the network. United will establish and maintain a reasonable process for credentialing Network Pharmacies.

Audit Services. United will, in accordance with its standard audit program and as required by Law, conduct real-time and retrospective desk audits and selected on-site audits of Network Pharmacies to determine whether Network Pharmacies are submitting appropriate billings for payment by Customer or Participants.

Claims Processor Fees. United maintains systems for processing pharmacy claims and may receive access fees and charges for marketing and administrative services as compensation for services United provides to Network Pharmacies.

Section 2.3 Claims Process. **Claims Adjudication.** United will adjudicate, process and pay Prescription Claims for Covered Prescription Services in accordance with the Plan, applicable Law, and the pricing and other terms of the Network Pharmacy participation agreements. Only

Prescription Claims (a) that are prepared in accordance with the NCPDP promulgated standard format that contain all information necessary for processing of a Prescription Claim and are submitted by the Network Pharmacies in a timely manner through United's system; and (b) properly submitted by Participants as requests for reimbursement for Covered Prescription Services. For home delivery, retail and specialty pharmacy services, United may retain the difference between the amount which United reimburses the Network Pharmacy and the amount which Customer pays for a Prescription Drug or service.

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

Claims Determinations and Appeals. These services will be provided for pharmacy claims per Section 6 of Attachment D-1 - Medical Benefit Administration Services.

Section 2.4 Benefits Administration and Support - Clinical Services. United will provide the following clinical services to Customer:

- (1) 1.5.1.1. Utilization Management Development and Support. Customer will implement United's standard utilization management programs for the Plan. United's utilization management criteria will not be available for use by Customer or a third-party vendor of Customer. Instead, Customer may choose to implement custom utilization management programs; however, all customizations are subject to approval by United. Additional administrative fees may apply for non-standard utilization management programs requested by Customer and agreed to by United. Such customizations may impact the financial terms in this Agreement.
- (2) Prior Authorization Services. At Customer's request, United shall administer a prior authorization program applying rules and conditions applicable to the Plan.
- (3) Changes Due to Shortages, Recall or Public Health and Safety Concern. In the event of a Prescription Drug shortage or recall or public health and/or other material safety concerns impacting or related to the distribution or dispensing of Prescription Drugs, Customer authorizes United to make temporary clinically appropriate changes to the PDL status and/or tiering of Prescription Drugs, days' supply limitations, Pharmacy Network access, utilization management programs or similar programs or initiatives to address such concerns. Prescriptions Drugs impacted by such changes shall be excluded from all financial and performance guarantees.
- (4) Participant Communication. United may, on behalf of Customer: (a) communicate with Participants to describe health-related products or services (or payment for the products or services) included in the Plan(s), including communications about Network Pharmacies, replacement or enhancement to the Plan(s), and health-related products or services available only to Participants that add value to and are not part of the Plan; (b) conduct population-based activities relating to improving the health of Participants and reducing their healthcare costs; and (c) contact Participants with health education information and information about Prescription Drugs, treatment alternatives, and related functions.
- (5) E-Prescribing. United will provide prescribers with electronic access to Participant Plan

information.

Section 2.5 Prescription Drug List (PDL). Customer will adopt one or more of United's PDLs as the PDL. Upon termination of this Agreement, or if Customer terminates the pharmacy benefit services portion of this Agreement, Customer will stop all use of the PDL. United will make the PDL available to Customer or other appropriate parties. Except as provided in this Agreement, Customer will not copy, distribute, sell or otherwise provide United's PDLs, including the PDL, to another party without United's prior written approval. Provided that United agrees, Customer may post the PDL on Customer's Participant health care website.

PDL Changes. United will include in the PDL new Prescription Drugs or other services or supplies as specified in the Plan. Following changes to the PDL, United, at Customer's request, will provide or make available appropriate notifications of negative PDL changes to Customer, impacted Participants, and prescribers.

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 offer and 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 a Prescription Drug 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, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the Prescription Drug.

Section 2.6 Rebate Management. **Rebate Eligibility.** Customer will be eligible to receive Rebates subject to: (i) the terms set forth in Attachment D-6 - Guarantees and (ii) Customer's Plan(s), PDL and Prescription Claim utilization satisfying the Drug Manufacturer's Rebate contract criteria. Customer authorizes United to contract directly or indirectly with Drug Manufacturers for Rebates. Customer acknowledges that United negotiates Rebates with Drug Manufacturers based on United's book of business and not on a customer specific basis. Customer understands that not all Brand Drugs and not all Prescription Drugs are eligible for Rebates, and United is not obligated to submit Rebates for Prescription Claims that it does not believe are eligible to receive Rebates.

Rebate Guarantees. Except for any Rebate guarantees described in this Agreement, United has no obligation to obtain any particular amount of Rebates for Customer.

Collection. United will use commercially reasonable efforts to process, invoice and collect Rebates. United will not be responsible for any non-payments or partial payments of amounts owing under an agreement for Rebates. United may, but is not required to, initiate action to seek to collect Rebates from a Drug Manufacturer. If United initiates such a collection action, United may offset any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action against any of the Rebates obtained. To the extent of any overpayment or erroneous payment to Customer by United, Customer will either refund such payment to United or United may recoup the payment from other sums due to Customer under this Agreement.

Disbursement. Provided Customer is in compliance with the terms of this Agreement, United will

reconcile, allocate and credit or disburse all Rebates received in accordance with this Agreement. Customer acknowledges that it has no right to receive a payment of Rebates for Rebates United has not received or until such reconciliation and allocation has been completed. Customer's first Rebate payment will be remitted no later than 210 days after the end of the incurred quarter following the date United began pricing pharmacy benefit administration services, based on actual amounts received. Thereafter, Rebate payments will be made within 90 days after the end of each quarter, which will include true ups on all prior quarters. An annual reconciliation will be performed after the end of each contract year. Rebate reporting will be provided at the time of payment.

Other Pharmaceutical Relationships. Nothing in this Agreement shall preclude United from pursuing, directly or indirectly, other sources of revenue from Drug Manufacturers or engaging in other revenue-producing relationships with Drug Manufacturers. Additionally, United or its affiliates, acting as a Home Delivery Pharmacy or a Specialty Pharmacy, purchase Prescription Drugs from Drug Manufacturers and receive certain discounts and purchase rebates from Drug Manufacturers in connection with these purchases. United retains these discounts and purchase rebates and does not pass them on to Customer.

Customer Rebate Contracting Prohibited. If Customer, or its affiliates, vendors or third parties contract with or receive payment from another party, including a Drug Manufacturer, for a discount, utilization limit, Rebate or other incentive associated with the utilization of a Prescription Drug, Customer will be in material breach of this Agreement. Upon such breach, United, in its sole discretion, may adjust or eliminate any guarantees described in Attachment D-6 - Guarantees. Upon request, Customer will cooperate fully with United or a Drug Manufacturer to verify Customer's participation in any Rebate program and to confirm that all Rebate-related payments were made for Covered Prescription Services to eligible Participants.

Changes. 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 to be effective on 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 Attachment D-5 - Fees such that United has the right to propose a change to the fees as provided for in the Fees Section or change the Rebate arrangement under this Agreement. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for medical management services under this Agreement. In addition, Customer agrees to reasonable cooperate with United in order to obtain Rebates.

Section 2.7 Home Delivery Pharmacy Services. United will provide, through its affiliated Home Delivery Pharmacies, Covered Prescription Services to Participants in accordance with the SPD. Home Delivery Pharmacies will provide customer service support for Participants who use Home Delivery Pharmacy Services. Upon request, United will make available to Customer Home Delivery brochures for distribution to Participants.

Home Delivery Rates. Specialty Drug pricing guarantees and terms apply to Specialty Drugs, even if dispensed by a Home Delivery Pharmacy. If Customer or Participants request or require expedited or alternative shipping methods other than United's standard method, Customer will be solely responsible for those costs

Section 2.8 Specialty Pharmacy Services. United will provide Customer with Specialty Drug Covered Prescription Services.

New Specialty Drugs. When a new Prescription Drug is identified and categorized by United as a Specialty Drug, United will make available the new Specialty Drug to Participants as part of the Specialty Drug Covered Prescription Services.

Specialty Drug Administration. United shall designate the drugs to be included in the Specialty Drug List. Customer requested changes to the Specialty Drug List must be mutually agreed upon and may be subject to additional fees.

Section 2.9 Audits. Once each calendar year during the term of the Agreement or any applicable runout period, a mutually agreeable entity, on behalf of Customer, may conduct a pharmacy claims audit for purposes of determining if United is administering its claims transactional services in accordance with Plan provisions. Prior to the commencement of this audit, a signed, mutually agreeable confidentiality agreement with United is required.

All audits will be limited to information relating to the calendar year in which the audit is conducted, and the immediately preceding calendar year (up to an 18 month look back).

Customer must notify United in writing of its intent to audit. The place, time, type, scope, and duration of all audits must be reasonable and agreed to by United. No audits will be initiated or conducted during December or January because of the demands of the annual renewal and implementation period. The audit scope will cover a period not to exceed 12 months, unless the audit relates to a financial guarantee for a period exceeding 12 months, in which case the audit scope will be limited to the term of the financial guarantee. Requests for an audit must be submitted within 6 months of the end of the period to be audited. Once audit has been performed for a particular audit period (whether limited or full scope), that audit period will be closed, and no further audits will be allowed for that audit period. Customer will pay any expenses that it incurs in connection with the audit. Customer will also pay any extraordinary expenses United incurs due to a Customer request related to the audit, such fees to be reviewed and approved by the Customer in advance.

United will provide Customer's auditor with access to all relevant Customer-specific information reasonably necessary to conduct the audit, including all applicable Prescription Claims, and, in the case of a Rebate audit, access to United's top 5 Rebate agreements or Rebate agreements that account for at least 75% of the Customer's total Rebate revenue generated per year, whichever is less. Any audit of Rebate agreements must be conducted on-site by a mutually agreed upon third party auditor and Customer's auditor may not copy (through handwritten notes or otherwise) or retain contracts or related documents provided by United during such audit. Customer's auditor may take and retain notes to the extent necessary to document any identified errors, and such notes are subject to review by United to ensure compliance with this section.

Customer or its auditor may send United up to 300 suspected erroneous Prescription Claims for United to perform additional research prior to providing United with its audit report. Customer or its auditor shall provide an audit report in writing to United within 45 days after the conclusion of the audit. Such audit report will contain a representative sample of Prescription Claims suspected to be erroneous or the entire suspected error population, as well as the dollar amount associated with any suspected errors. If Customer or its auditor provides United with the entire suspected error population, United will then review a statistically valid sample of the Prescription Claims

and provide Customer or its auditor with its response within 30 days of United's receipt of the audit report. Customer or its auditor shall then have 30 days to respond to United's response. If Customer or its auditor fails to provide an initial audit report to United within 45 days of the conclusion of the audit or if Customer fails to respond to United's response to the audit report within 30 days, then the audit will be considered closed. Any payment made, whether by United or Customer, based upon audit findings will be made within 30 days following Customer's and United's mutual agreement on the audit results, as reflected in an executed audit settlement agreement.

Section 2.9 Miscellaneous.

2.9.1 Transition Assistance Following Termination. Upon notice of termination pharmacy services under this Agreement, United will, to the extent applicable, provide Customer or its designee with up to 12 transmissions, in the aggregate, of the following files in United's standard format: (a) existing Home Delivery Pharmacy or Specialty Pharmacy open refill transfer files for Participants, based upon Customer's most current eligibility files; (b) Customer's prior authorization files; and (c) Customer's accumulator files.

2.9.2 Government Program Reporting. To the extent applicable, the parties acknowledge and agree that any discount, Rebate, Manufacturer Administrative Fee, credit or allowance provided to Customer under this Agreement and any Rebate retained by United under this Agreement shall constitute and shall be treated as a discount, within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A), provided to Customer against the price of Prescription Drugs provided under this Agreement. To the extent required by Law or contractual commitment, Customer agrees to disclose and report any such discount, Rebate, Manufacturer Administrative Fee, credit or allowance to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement. Upon Customer's request, United will provide additional information necessary to support Customer's government reporting requirements.

Attachment D-3 – Business Associate Agreement

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. (“United”) on behalf of itself and its affiliates (“Business Associate”) and City of Denton (“Covered Entity”) and is effective on January 1, 2023. Covered Entity and Business Associate may both be referred to herein individually as a “Party” or collectively as the “Parties”.

The Parties hereby agree as follows:

Section 1 Definitions

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

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

Protected Health Information (“PHI”): As defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to the performance of the Services.

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

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

Section 2 Responsibilities of the Business Associate

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law, except that to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business

Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).

- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D) Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure, of PHI that apply to Business Associate with respect to that PHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.
- 2.10 comply with the applicable requirements of 42 CFR Part 2 to the extent Covered Entity, a Part 2 program or another lawful holder provides Part 2 Records to Business Associate in accordance with 42 CFR § 2.32 or Subpart D.

Section 3 Responsibilities of the Covered Entity

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

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that

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

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

Section 4 Permitted Uses and Disclosures

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

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

Section 5 Termination

- 5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before 30 days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.
- 5.2 Effect of Termination. After the termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI received from or created or

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

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

Section 6 Miscellaneous

- 6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Attachment D-4 – Security

These requirements of this Attachment D-4 – Security are applicable if and to the extent that United creates, has access to, or receives from or on behalf of Customer any Customer Information (as defined below).

The Parties hereby agree as follows:

Section 1 Definitions

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

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

- (1) Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Customer.
- (2) Non-public personal information (i.e., any information that would be termed “non-public personal information” under the Federal Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations); and
- (3) Other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable federal or state law, including social security numbers).

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

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

Section 2 General Requirements

- 2.1 United shall maintain a comprehensive security program under which United documents, implements, and maintains the physical, administrative, and technical safeguards necessary to: (a) comply with Law; and (b) protect the confidentiality, integrity, availability, and security of United Information Systems and Customer Information. United’s security program shall be consistent with the requirements of this Attachment and shall be designed to ensure compliance with the provisions of applicable law, including, as applicable, the Health Information Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), the Payment Card Industry Data Security Standards (“PCI DSS”), and Sarbanes-Oxley (“SOX”).
- 2.2 In accordance with reasonable Healthcare Industry Security Standards, United’s security program is comprised of: a formal risk management program; periodic risk assessments; an adequate framework of controls that safeguard United Information Systems and information; processes for change management, code inspection, separation of development and production environments, and testing plans; at least once per year

perform enterprise-level penetration, perimeter vulnerability testing, internal infrastructure vulnerability testing, and application testing; facility and environmental controls to prevent unauthorized physical access to United Information Systems and areas where Customer Information is stored or processed; encrypt transmissions of information via public networks (i.e., the Internet), laptops / desktops, devices, removable storage media (e.g., thumb drive, external hard drives, writable CD drives, backup tapes), applications, and network data storage containers.

- 2.3 United will establish and maintain written business continuity plans for the services and supporting facilities, written disaster recovery plans for critical technology and systems infrastructure, and proper risk controls to enable continued performance under the Agreement in the event of a disaster or other unexpected break in services.
3. Business Continuity Management. United will, at its sole expense, establish and maintain (i) written business continuity plans for the Services and supporting facilities, (ii) written disaster recovery plans for critical technology and systems infrastructure, and (iii) proper risk controls (collectively, the “Contingency Plans”) to enable continued performance under the Agreement in the event of a disaster or other unexpected break in Services. United will update and test the operability of any applicable Contingency Plan at least annually and will maintain each such plan upon the occurrence of a declared disaster event. As used herein, a disaster is defined as an unanticipated incident or event, including, without limitation, force majeure events, technological accidents, or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage, or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.
4. Customer Audit. At Customer’s own cost and expense, no more than once each year, United will permit Customer and/or its duly authorized representatives, upon 30 days advance notice and subject to a mutually agreeable confidentiality agreement, reasonably necessary access to United’s data processing facilities, administrative and security procedures, and documentation in order to ascertain compliance with applicable law and the terms of this Attachment as it relates to the processing of Customer’s data. The scope, timing, nature, and approach of such reviews shall be mutually agreed to in writing by the Parties. Audits will be performed during regular business hours in a manner designed to minimize the interference with United’s operations, and will not require on-line access to United Information Systems. United shall provide reasonable access to relevant personnel, physical premises, and reasonable documentation. The duration of any on-site assessments may not exceed more than 1 business day.
5. Service Auditor Reports. United may make its Type II service auditor report (“Report”) available to United’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 (“SSAE18”). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE18 Type II Report available to United’s self-funded customers. The Report is United’s Confidential Information and shall not be shared with any third parties without United’s prior written approval, except that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s

consultants, on the condition that such consultants are not in any way a competitor of United's and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Attachment D-5 – Fees

The Medical Fees (“Fees”) are as stated below. Customer acknowledges that Fees paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees will be paid through a withdrawal from the Bank Account. These Fees do not include 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 as these are the responsibility of the Plan.

Medical Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2025, unless otherwise specified.

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 Fees listed below are based upon an estimated minimum of 1,513 enrolled Employees.

\$36.11 per Employee per month.

Average Contract Size: 2.50

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery <ul style="list-style-type: none"> • United’s large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims. 	24% of the gross recovery amount
Credit Balance Recovery <ul style="list-style-type: none"> • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims. 	10% of the gross recovery amount.
Focused Claim Review <ul style="list-style-type: none"> • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. • Pre-adjudicated claims or post-adjudicated claims. 	22% of the gross recovery amount.
Fraud, Waste, and Abuse Management <ul style="list-style-type: none"> • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Pre-adjudicated claims or post-adjudicated claims. 	22% of the gross recovery or prevented amount
Hospital Bill and Premium Audit Services <ul style="list-style-type: none"> • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims. 	22% of the gross recovery amount

<p>Litigation and Arbitration Fees for Recoveries</p> <ul style="list-style-type: none"> • Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys’ fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. • Pre-adjudicated claims or post-adjudication claims. 	<p>Outside attorneys’ fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).</p>
<p>Third Party Liability - Subrogation and Injury Coverage Coordination</p> <ul style="list-style-type: none"> • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated. claims. • Customer will not engage any entity except United to provide such services without prior United approval. 	<p>33.33% of the applicable savings amount.</p>

Other Fees

Service Description	Fee
<p>Consolidated Appropriations Act, 2021 (“CAA”) Support Services. United will support Customer’s compliance with the requirements of the CAA, including the No Surprises Act (“NSA”), by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> • NSA medical billing and the independent dispute resolution (“IDR”): <ul style="list-style-type: none"> ○ United will determine if a claim is subject to the NSA billing protections. ○ If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer. ○ All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United. ○ United will not be using third party provider networks for services covered by the NSA. ○ The fees for programs in which the parties share in the savings achieved off a provider’s billed charge will continue to apply to all services covered under the NSA. ○ Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account. ○ Customer shall fund the \$50 IDR administration fee and all IDR arbitrator fees through the Bank Account. • Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently). • Provider directory enhancements. • Continuity of care and external appeals support for surprise medical bills. • Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury. 	<p>Fees for CAA Support Services for plan years after 2022 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p>

<ul style="list-style-type: none"> Provide language to support Customer's anti-gag clause attestation requirement. 	
Medical Benefit Drug Rebate Compensation	80% to Customer, the balance is retained by United as compensation for the services.] This arrangement replaces and supersedes the Medical Benefit Drug Rebate Compensation arrangement in the Agreement.
Naviguard Program <ul style="list-style-type: none"> Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims). 	\$2.50 per Employee per month
External Reviews	If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer's total enrollment, a fee of \$500 will apply per review.
Interest Rate on Fees and Underfunding Bank Account	Prime + 4%
Run-out Claims Administration 6 months of runout	Two months of Administration Fees.
Pharmacy Benefit Rebates - Termination	Pursuant to the termination section of this Agreement, if Customer terminates the Pharmacy Benefit Services portion of this Agreement only during the Term of the Agreement and termination is for any reason other than for cause, United may retain all Rebates that have not been remitted to Customer as of the effective date of such termination.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Credits

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to 12/31/2027, Customer will pay United a prorated portion of this credit.

\$100,000 Wellness Allowance

Attachment D-6 – Guarantees UnitedHealthcare

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

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2023 to December 31, 2023 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this Attachment, these Fee adjustments are Customer's exclusive financial remedies.

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

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

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

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

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria Level	Standard claim operations reports		
Period	Site Level		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$11,000

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
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	\$11,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
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	\$11,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
Average Speed of Answer		
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average	seconds 30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$11,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	
Abandonment Rate		

Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$11,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$11,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$5,500
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	\$5,500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Pharmacy Financials

Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria		01/01/2023	01/01/2024	01/01/2025
	Combined Discount Guarantee - Standard Select/CVS Network			
	Retail Brand, Average Wholesale Price (AWP) less	23.5%	23.5%	23.5%
	Retail Generic, AWP less	84.0%	84.0%	84.0%
	Mail Order Brand, AWP less	25.5%	25.5%	25.5%
	Mail Order Generic, AWP less	86.0%	86.0%	86.0%
	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 Fees - Standard Select/CVS Network			
	Retail Brand	\$0.40	\$0.40	\$0.40
	Retail Generic	\$0.40	\$0.40	\$0.40
Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.				
Minimum Rebate Guarantee (Traditional PDL)				
-	Rebate Sharing Percentage	95.0%	95.0%	95.0%
-	Basis, per script	Brand	Brand	Brand
-	Retail - 30 and 90 Day	\$320.60	\$358.67	\$393.07
-	Mail Order	\$885.56	\$937.93	\$1,021.08
-	Specialty	\$2,274.84	\$2,504.02	\$2,735.35
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> - • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. - • Does not apply to items covered under the Plan for which no AWP measure exists. - • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. - • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. - • The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims. - • The Arrangement includes veterans' affairs facility claims. - • 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. - • The Mail Order guarantee includes drugs dispensed for 46 days or greater. 			

- Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.

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

Rebate Specific Conditions

- Assumes implementation of United's Traditional PDL

- Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

- Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims), claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, claims for non-FDA approved products, compound drugs, consumer card or discount card program claims and direct member reimbursement claims.

- "Rebate Credit" is a credit towards the achievement of the guaranteed Rebate amount, and/or Rebate Fee Credit. The Rebate Credit is applied in the event of a change impacting the level of Rebates expected as a result of the availability of clinically comparable lower Rebate drugs. The Rebate Credit is calculated as the difference in pharmaceutical manufacturer revenue between what United would have invoiced pharmaceutical manufacturers if the Customer continued to prefer the originator brand product and the actual pharmaceutical manufacturer revenue received after favoring the new product (e.g. biosimilar, an authorized brand alternative, reduction of wholesale acquisition cost (WAC) on a Brand Drug subject to Rebates, launch of a lower cost non-Generic Drug alternative). The Rebate Credit does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

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

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

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

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

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

- United will pay 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.

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

- If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

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

- Over-the-counter and repackaged drugs, vaccines and devices are excluded from the claim counts (Insulins and Test Strips are not excluded).

- Multisource brand drugs are excluded from the claim counts.

- Limited distribution drugs are excluded from the claim counts

General Conditions

TRRX (02/2022)	<ul style="list-style-type: none"> • All pricing guarantees shall remain in effect for the entire contract period of 01/01/2023 through 12/31/2025 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees. • On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. • Pricing and guarantees assume enrollment of 1,513 Employees and 3,780 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions. • The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider. <p>United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.</p> <ul style="list-style-type: none"> • United shall on Customer's behalf, administer a fee ("Consultant Fee") to be paid to HonestRX ("Consultant"). The Consultant Fees are included in Customer's pharmacy financial terms. United shall provide Consultant with a monthly payment for all Consultant Fees collected in the amount(s) of \$4.00 pmpm and an annual \$25,000 audit budget. The Customer acknowledges there is a contract between Customer and Consultant. Therefore, in the event that there is a dispute between Customer and Consultant over continuing to make the Consultant Fee payment(s) or in the delivery of consulting services, Customer shall hold United harmless in such disputes. In the event of any change whatsoever in the Consultant Fee, Customer shall immediately notify United of such change and United may propose changes to the pharmacy financial terms. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.
----------------	---

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	<p>A composite of 19.0% for drugs dispensed through United's specialty Pharmacy Network. This guarantee is effective 01/01/2023 through 12/31/2023. See chart below for a list of Specialty Drugs.</p> <p>A composite of 19.0% for drugs dispensed through United's specialty Pharmacy Network. This guarantee is effective 01/01/2024 through 12/31/2024. See chart below for a list of Specialty Drugs.</p>

	<p>A composite of 19.0% for drugs dispensed through United's specialty Pharmacy Network. This guarantee is effective 01/01/2025 through 12/31/2025. See chart below for a list of Specialty Drugs.</p> <p>Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.</p>				
Criteria	<p>Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of listed specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount target to determine the overall discount target dollars.</p> <p>The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.</p>				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.				
Conditions	<ul style="list-style-type: none"> Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark e) if actual specialty utilization is not substantially similar to that in the experience period data on which our quote is based. On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. 				
Specialty Drug Category	Drug Name	Included/Excluded From Guarantee	Specialty Drug Category	Drug Name	Included/Excluded From Guarantee
ANEMIA	ARANESP	Included	INFLAMMATORY CONDITIONS	ILUMYA	Included
ANEMIA	EPOGEN	Included	INFLAMMATORY CONDITIONS	KEVZARA	Included
ANEMIA	PROCRT	Included	INFLAMMATORY CONDITIONS	KINERET	Included
ANEMIA	RETACRIT	Included	INFLAMMATORY CONDITIONS	OLUMIANT	Included
ANTICONVULSANT	DIACOMIT	Included	INFLAMMATORY CONDITIONS	ORENCIA	Included

ANTICONVULSANT	EPIDIOLEX	Included	INFLAMMATORY CONDITIONS	OTEZLA	Included
ANTICONVULSANT	FINTEPLA	Included	INFLAMMATORY CONDITIONS	RIDAURA	Included
ANTIHYPERLIPIDEMIC	JUXTAPID	Included	INFLAMMATORY CONDITIONS	RINVOQ	Included
ANTI-INFECTIVE	ARIKAYCE	Included	INFLAMMATORY CONDITIONS	SILIQ	Included
ANTI-INFECTIVE	DARAPRIM	Included	INFLAMMATORY CONDITIONS	SIMPONI	Included
ANTI-INFECTIVE	PYRIMETHAMINE	Included	INFLAMMATORY CONDITIONS	SKYRIZI	Included
ASTHMA	FASENRA	Included	INFLAMMATORY CONDITIONS	STELARA	Included
ASTHMA	NUCALA	Included	INFLAMMATORY CONDITIONS	TALTZ	Included
ASTHMA	XOLAIR	Included	INFLAMMATORY CONDITIONS	TREMFYA	Included
CARDIOVASCULAR	DROXIDOPA	Included	INFLAMMATORY CONDITIONS	XELJANZ	Included
CARDIOVASCULAR	NORTHERA	Included	INFLAMMATORY CONDITIONS	XELJANZ XR	Included
CARDIOVASCULAR	VYNDAMAX	Included	IRON OVERLOAD	DEFERASIROX	Included
CARDIOVASCULAR	VYNDAQEL	Included	IRON OVERLOAD	EXJADE	Included
CNS AGENTS	AUSTEDO	Included	IRON OVERLOAD	FERRIPROX	Included
CNS AGENTS	ENSPRYNG	Included	IRON OVERLOAD	JADENU	Included
CNS AGENTS	FIRDAPSE	Included	LIVER DISEASE	OCALIVA	Included
CNS AGENTS	HETLIOZ	Included	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Included
CNS AGENTS	INGREZZA	Included	MOOD DISORDER DRUGS	SPRAVATO	Included
CNS AGENTS	RILUTEK	Included	MULTIPLE SCLEROSIS	AMPYRA	Included
CNS AGENTS	RILUZOLE	Included	MULTIPLE SCLEROSIS	AUBAGIO	Included
CNS AGENTS	RUZURGI	Included	MULTIPLE SCLEROSIS	AVONEX	Included
CNS AGENTS	SABRIL	Included	MULTIPLE SCLEROSIS	BAFIERTAM	Included
CNS AGENTS	TETRABENAZINE	Included	MULTIPLE SCLEROSIS	BETASERON	Included
CNS AGENTS	TIGLUTIK	Included	MULTIPLE SCLEROSIS	COPAXONE	Included
CNS AGENTS	VIGABATRIN	Included	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Included
CNS AGENTS	VIGADRONE	Included	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Included
CNS AGENTS	XENAZINE	Included	MULTIPLE SCLEROSIS	EXTAVIA	Included
CNS AGENTS	XYREM	Included	MULTIPLE SCLEROSIS	GILENYA	Included
CNS AGENTS	XYWAV	Included	MULTIPLE SCLEROSIS	GLATIRAMER	Included
CYSTIC FIBROSIS	BETHKIS	Included	MULTIPLE SCLEROSIS	GLATOPA	Included
CYSTIC FIBROSIS	CAYSTON	Included	MULTIPLE SCLEROSIS	KESIMPTA	Included
CYSTIC FIBROSIS	KALYDECO	Included	MULTIPLE SCLEROSIS	MAVENCLAD	Included
CYSTIC FIBROSIS	KITABIS PAK	Included	MULTIPLE SCLEROSIS	MAYZENT	Included
CYSTIC FIBROSIS	ORKAMBI	Included	MULTIPLE SCLEROSIS	PLEGRIDY	Included
CYSTIC FIBROSIS	PULMOZYME	Included	MULTIPLE SCLEROSIS	PONVORY	Included
CYSTIC FIBROSIS	SYMDEKO	Included	MULTIPLE SCLEROSIS	REBIF	Included
CYSTIC FIBROSIS	TOBI	Included	MULTIPLE SCLEROSIS	REBIF REBIDOSE	Included
CYSTIC FIBROSIS	TOBI PODHALER	Included	MULTIPLE SCLEROSIS	TECFIDERA	Included
CYSTIC FIBROSIS	TOBRAMYCIN	Included	MULTIPLE SCLEROSIS	VUMERITY	Included
CYSTIC FIBROSIS	TRIKAFTA	Included	MULTIPLE SCLEROSIS	ZEPOSIA	Included
ENDOCRINE	BUPHENYL	Included	MUSCULOSKELETAL AGENTS	EVRYSDI	Included
ENDOCRINE	BYNFEZIA	Included	NARCOLEPSY	WAKIX	Included

ENDOCRINE	CARBAGLU	Included	NEUTROPENIA	FULPHILA	Included
ENDOCRINE	CHENODAL	Included	NEUTROPENIA	GRANIX	Included
ENDOCRINE	CLOVIQUE	Included	NEUTROPENIA	LEUKINE	Included
ENDOCRINE	CUPRIMINE	Included	NEUTROPENIA	NEULASTA	Included
ENDOCRINE	CYSTADANE	Included	NEUTROPENIA	NEUPOGEN	Included
ENDOCRINE	CYSTADROPS	Included	NEUTROPENIA	NIVESTYM	Included
ENDOCRINE	CYSTARAN	Included	NEUTROPENIA	NYVEPRIA	Included
ENDOCRINE	DEPEN TITRATABS	Included	NEUTROPENIA	UDENYCA	Included
ENDOCRINE	D-PENAMINE	Included	NEUTROPENIA	ZARXIO	Included
ENDOCRINE	EGRIFTA	Included	NEUTROPENIA	ZIEXTENZO	Included
ENDOCRINE	FIRMAGON	Included	ONCOLOGY - INJECTABLE	ELIGARD	Included
ENDOCRINE	GATTEX	Included	ONCOLOGY - INJECTABLE	INTRON A	Included
ENDOCRINE	H.P. ACTHAR	Included	ONCOLOGY - INJECTABLE	LEUPROLIDE	Included
ENDOCRINE	IMCIVREE	Included	ONCOLOGY - INJECTABLE	SYNRIBO	Included
ENDOCRINE	ISTURISA	Included	ONCOLOGY - ORAL	ABIRATERON E	Included
ENDOCRINE	JYNARQUE	Included	ONCOLOGY - ORAL	AFINITOR	Included
ENDOCRINE	KEVEYIS	Included	ONCOLOGY - ORAL	AFINITOR DISPERZ	Included
ENDOCRINE	KORLYM	Included	ONCOLOGY - ORAL	ALECENSA	Included
ENDOCRINE	KUVAN	Included	ONCOLOGY - ORAL	ALKERAN	Included
ENDOCRINE	MYALEPT	Included	ONCOLOGY - ORAL	ALUNBRIG	Included
ENDOCRINE	NATPARA	Included	ONCOLOGY - ORAL	AYVAKIT	Included
ENDOCRINE	NITYR	Included	ONCOLOGY - ORAL	BALVERSA	Included
ENDOCRINE	OCTREOTIDE ACETATE	Included	ONCOLOGY - ORAL	BEXAROTENE	Included
ENDOCRINE	PENICILLAMINE	Included	ONCOLOGY - ORAL	BOSULIF	Included
ENDOCRINE	PROCYSBI	Included	ONCOLOGY - ORAL	BRAFTOVI	Included
ENDOCRINE	RAVICTI	Included	ONCOLOGY - ORAL	BRUKINSA	Included
ENDOCRINE	SAMSCA	Included	ONCOLOGY - ORAL	CABOMETYX	Included
ENDOCRINE	SANDOSTATIN	Included	ONCOLOGY - ORAL	CALQUENCE	Included
ENDOCRINE	SAPROPTERIN	Included	ONCOLOGY - ORAL	CAPECITABIN E	Included
ENDOCRINE	SIGNIFOR	Included	ONCOLOGY - ORAL	CAPRELSA	Included
ENDOCRINE	SODIUM PHENYL BUTYRATE	Included	ONCOLOGY - ORAL	COMETRIQ	Included
ENDOCRINE	SOMATULINE DEPOT	Included	ONCOLOGY - ORAL	COPIKTRA	Included
ENDOCRINE	SOMAVERT	Included	ONCOLOGY - ORAL	COTELLIC	Included
ENDOCRINE	SYPRINE	Included	ONCOLOGY - ORAL	DAURISMO	Included
ENDOCRINE	THIOLA	Included	ONCOLOGY - ORAL	ERIVEDGE	Included
ENDOCRINE	TOLVAPTAN	Included	ONCOLOGY - ORAL	ERLEADA	Included
ENDOCRINE	TRIENTINE	Included	ONCOLOGY - ORAL	ERLOTINIB	Included
ENDOCRINE	XERMELO	Included	ONCOLOGY - ORAL	ETOPOSIDE	Included
ENDOCRINE	XURIDEN	Included	ONCOLOGY - ORAL	EVEROLIMUS	Included
ENZYME DEFICIENCY	CHOLBAM	Included	ONCOLOGY - ORAL	FARYDAK	Included
ENZYME DEFICIENCY	CYSTAGON	Included	ONCOLOGY - ORAL	FOTIVDA	Included
ENZYME DEFICIENCY	GALAFOLD	Included	ONCOLOGY - ORAL	GILOTRIF	Included
ENZYME DEFICIENCY	MIGLUSTAT	Included	ONCOLOGY - ORAL	GLEEVEC	Included
ENZYME DEFICIENCY	NITISINONE	Included	ONCOLOGY - ORAL	GLEOSTINE	Included

ENZYME DEFICIENCY	ORFADIN	Included	ONCOLOGY - ORAL	HYCANTIN	Included
ENZYME DEFICIENCY	PALYNZIQ	Included	ONCOLOGY - ORAL	IBRANCE	Included
ENZYME DEFICIENCY	STRENSIQ	Included	ONCOLOGY - ORAL	ICLUSIG	Included
ENZYME DEFICIENCY	SUCRAID	Included	ONCOLOGY - ORAL	IDHIFA	Included
ENZYME DEFICIENCY	TEGSEDI	Included	ONCOLOGY - ORAL	IMATINIB MESYLATE	Included
ENZYME DEFICIENCY	ZAVESCA	Included	ONCOLOGY - ORAL	IMBRUVICA	Included
GAUCHERS DISEASE	CERDELGA	Included	ONCOLOGY - ORAL	INLYTA	Included
GENETIC DISORDER	DOJOLVI	Included	ONCOLOGY - ORAL	INQOVI	Included
GENETIC DISORDER	ZOKINVY	Included	ONCOLOGY - ORAL	INREBIC	Included
GROWTH HORMONE DEFICIENCY	GENOTROPIN	Included	ONCOLOGY - ORAL	IRESSA	Included
GROWTH HORMONE DEFICIENCY	HUMATROPE	Included	ONCOLOGY - ORAL	JAKAFI	Included
GROWTH HORMONE DEFICIENCY	INCRELEX	Included	ONCOLOGY - ORAL	KISQALI	Included
GROWTH HORMONE DEFICIENCY	NORDITROPIN	Included	ONCOLOGY - ORAL	KISQALI FEMARA	Included
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	Included	ONCOLOGY - ORAL	KOSELUGO	Included
GROWTH HORMONE DEFICIENCY	OMNITROPE	Included	ONCOLOGY - ORAL	LAPATINIB	Included
GROWTH HORMONE DEFICIENCY	SAIZEN	Included	ONCOLOGY - ORAL	LENVIMA	Included
GROWTH HORMONE DEFICIENCY	SEROSTIM	Included	ONCOLOGY - ORAL	LONSURF	Included
GROWTH HORMONE DEFICIENCY	ZOMACTON	Included	ONCOLOGY - ORAL	LOBRENA	Included
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Included	ONCOLOGY - ORAL	LUMAKRAS	Included
HEMATOLOGIC	BERINERT	Included	ONCOLOGY - ORAL	LYNPARZA	Included
HEMATOLOGIC	CABLIVI	Included	ONCOLOGY - ORAL	MATULANE	Included
HEMATOLOGIC	CINRYZE	Included	ONCOLOGY - ORAL	MEKINIST	Included
HEMATOLOGIC	DOPTELET	Included	ONCOLOGY - ORAL	MEKTOVI	Included
HEMATOLOGIC	FIRAZYR	Included	ONCOLOGY - ORAL	MELPHALAN	Included
HEMATOLOGIC	HAEGARDA	Included	ONCOLOGY - ORAL	MESNEX	Included
HEMATOLOGIC	ICATIBANT	Included	ONCOLOGY - ORAL	NERLYNX	Included
HEMATOLOGIC	MOZOBIL	Included	ONCOLOGY - ORAL	NEXAVAR	Included
HEMATOLOGIC	MULPLETA	Included	ONCOLOGY - ORAL	NILANDRON	Included
HEMATOLOGIC	OXBRYTA	Included	ONCOLOGY - ORAL	NILUTAMIDE	Included
HEMATOLOGIC	PROMACTA	Included	ONCOLOGY - ORAL	NINLARO	Included
HEMATOLOGIC	RUCONEST	Included	ONCOLOGY - ORAL	NUBEQA	Included
HEMATOLOGIC	SAJAZIR	Included	ONCOLOGY - ORAL	ODOMZO	Included
HEMATOLOGIC	TAKHZYRO	Included	ONCOLOGY - ORAL	ONUREG	Included
HEMATOLOGIC	TAVALISSE	Included	ONCOLOGY - ORAL	ORGOVYX	Included
HEMOPHILIA - INFUSED	ADVATE	Included	ONCOLOGY - ORAL	PEMAZYRE	Included
HEMOPHILIA - INFUSED	ADYNOVATE	Included	ONCOLOGY - ORAL	PIQRAY	Included
HEMOPHILIA - INFUSED	AFSTYLA	Included	ONCOLOGY - ORAL	POMALYST	Included
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	Included	ONCOLOGY - ORAL	PURIXAN	Included
HEMOPHILIA - INFUSED	ALPHANINE SD	Included	ONCOLOGY - ORAL	QINLOCK	Included
HEMOPHILIA - INFUSED	ALPROLIX	Included	ONCOLOGY - ORAL	RETEVMO	Included

HEMOPHILIA - INFUSED	BENEFIX	Included	ONCOLOGY - ORAL	REVLIMID	Included
HEMOPHILIA - INFUSED	COAGADEX	Included	ONCOLOGY - ORAL	ROZLYTREK	Included
HEMOPHILIA - INFUSED	CORIFACT	Included	ONCOLOGY - ORAL	RUBRACA	Included
HEMOPHILIA - INFUSED	ELOCTATE	Included	ONCOLOGY - ORAL	RYDAPT	Included
HEMOPHILIA - INFUSED	ESPEROCT	Included	ONCOLOGY - ORAL	SPRYCEL	Included
HEMOPHILIA - INFUSED	FEIBA	Included	ONCOLOGY - ORAL	STIVARGA	Included
HEMOPHILIA - INFUSED	HEMOPIL M	Included	ONCOLOGY - ORAL	SUNITINIB	Included
HEMOPHILIA - INFUSED	HUMATE-P	Included	ONCOLOGY - ORAL	SUTENT	Included
HEMOPHILIA - INFUSED	IDELVION	Included	ONCOLOGY - ORAL	TABLOID	Included
HEMOPHILIA - INFUSED	IXINITY	Included	ONCOLOGY - ORAL	TABRECTA	Included
HEMOPHILIA - INFUSED	JIVI	Included	ONCOLOGY - ORAL	TAFINLAR	Included
HEMOPHILIA - INFUSED	KOATE	Included	ONCOLOGY - ORAL	TAGRISSO	Included
HEMOPHILIA - INFUSED	KOATE-DVI	Included	ONCOLOGY - ORAL	TALZENNA	Included
HEMOPHILIA - INFUSED	KOGENATE FS	Included	ONCOLOGY - ORAL	TARCEVA	Included
HEMOPHILIA - INFUSED	KOVALTRY	Included	ONCOLOGY - ORAL	TARGRETIN	Included
HEMOPHILIA - INFUSED	MONONINE	Included	ONCOLOGY - ORAL	TASIGNA	Included
HEMOPHILIA - INFUSED	NOVOEIGHT	Included	ONCOLOGY - ORAL	TAZVERIK	Included
HEMOPHILIA - INFUSED	NOVOSEVEN RT	Included	ONCOLOGY - ORAL	TEMODAR	Included
HEMOPHILIA - INFUSED	NUWIQ	Included	ONCOLOGY - ORAL	TEMOZOLOMI DE	Included
HEMOPHILIA - INFUSED	PROFILNINE	Included	ONCOLOGY - ORAL	TEPMETKO	Included
HEMOPHILIA - INFUSED	REBINYN	Included	ONCOLOGY - ORAL	THALOMID	Included
HEMOPHILIA - INFUSED	RECOMBINATE	Included	ONCOLOGY - ORAL	TIBSOVO	Included
HEMOPHILIA - INFUSED	RIXUBIS	Included	ONCOLOGY - ORAL	TRETINOIN	Included
HEMOPHILIA - INFUSED	SEVENFACT	Included	ONCOLOGY - ORAL	TUKYSA	Included
HEMOPHILIA - INFUSED	TRETTEN	Included	ONCOLOGY - ORAL	TURALIO	Included
HEMOPHILIA - INFUSED	VONVENDI	Included	ONCOLOGY - ORAL	TYKERB	Included
HEMOPHILIA - INFUSED	WILATE	Included	ONCOLOGY - ORAL	UKONIQ	Included
HEMOPHILIA - INFUSED	XYNTHA	Included	ONCOLOGY - ORAL	VENCLEXTA	Included
HEMOPHILIA - INJECTABLE	HEMLIBRA	Included	ONCOLOGY - ORAL	VERZENIO	Included
HEPATITIS B	ADEFOVIR DIPIVOXIL	Included	ONCOLOGY - ORAL	VITRAKVI	Included
HEPATITIS B	BARACLUDGE	Included	ONCOLOGY - ORAL	VIZIMPRO	Included
HEPATITIS B	EMPAVELI	Included	ONCOLOGY - ORAL	VOTRIENT	Included
HEPATITIS B	ENTECAVIR	Included	ONCOLOGY - ORAL	XALKORI	Included
HEPATITIS B	EPIVIR HBV	Included	ONCOLOGY - ORAL	XELODA	Included
HEPATITIS B	HEPSERA	Included	ONCOLOGY - ORAL	XOSPATA	Included
HEPATITIS B	LAMIVUDINE HBV	Included	ONCOLOGY - ORAL	XPROVIO	Included

HEPATITIS B	VEMLIDY	Included	ONCOLOGY - ORAL	XTANDI	Included
HEPATITIS C	EPCLUSA	Included	ONCOLOGY - ORAL	YONSA	Included
HEPATITIS C	HARVONI	Included	ONCOLOGY - ORAL	ZEJULA	Included
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	Included	ONCOLOGY - ORAL	ZELBORAF	Included
HEPATITIS C	MAVYRET	Included	ONCOLOGY - ORAL	ZOLINZA	Included
HEPATITIS C	PEGASYS	Included	ONCOLOGY - ORAL	ZYDELIG	Included
HEPATITIS C	PEGINTRON	Included	ONCOLOGY - ORAL	ZYKADIA	Included
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	Included	ONCOLOGY - ORAL	ZYTIGA	Included
HEPATITIS C	SOVALDI	Included	ONCOLOGY - TOPICAL	TARGRETIN	Included
HEPATITIS C	VIEKIRA PAK	Included	ONCOLOGY - TOPICAL	VALCHLOR	Included
HEPATITIS C	VOSEVI	Included	OPHTHALMIC	OXERVATE	Included
HEPATITIS C	ZEPATIER	Included	OSTEOPOROSIS	FORTEO	Included
HEREDITARY ANGIOEDEMA	ORLADEYO	Included	OSTEOPOROSIS	TERIPARATIDE	Included
IMMUNE MODULATOR	ACTIMMUNE	Included	OSTEOPOROSIS	TYMLOS	Included
IMMUNE MODULATOR	ARCALYST	Included	PARKINSONS DISEASE	APOKYN	Included
IMMUNOLOGICAL AGENTS	LUPKYNIS	Included	PARKINSONS DISEASE	INBRIJA	Included
IMMUNOLOGICAL AGENTS	PALFORZIA	Included	PARKINSONS DISEASE	KYNMOBI	Included
INFERTILITY	CETROTIDE	Included	PULMONARY DISEASE	ESBRIET	Included
INFERTILITY	CHORIONIC GONADOTROPIN	Included	PULMONARY DISEASE	OFEV	Included
INFERTILITY	FOLLISTIM AQ	Included	PULMONARY HYPERTENSION	ADCIRCA	Included
INFERTILITY	GANIRELIX ACETATE	Included	PULMONARY HYPERTENSION	ADEMPAS	Included
INFERTILITY	GONAL-F	Included	PULMONARY HYPERTENSION	ALYQ	Included
INFERTILITY	GONAL-F RFF	Included	PULMONARY HYPERTENSION	AMBRISENTAN	Included
INFERTILITY	MENOPUR	Included	PULMONARY HYPERTENSION	BOSENTAN	Included
INFERTILITY	NOVAREL	Included	PULMONARY HYPERTENSION	LETAIRIS	Included
INFERTILITY	OVIDREL	Included	PULMONARY HYPERTENSION	OPSUMIT	Included
INFERTILITY	PREGNYL	Included	PULMONARY HYPERTENSION	ORENITRAM	Included
INFLAMMATORY CONDITIONS	ACTEMRA	Included	PULMONARY HYPERTENSION	REVATIO	Included
INFLAMMATORY CONDITIONS	CIMZIA	Included	PULMONARY HYPERTENSION	SILDENAFIL	Included
INFLAMMATORY CONDITIONS	COSENTYX	Included	PULMONARY HYPERTENSION	TADALAFIL	Included
INFLAMMATORY CONDITIONS	DUPIXENT	Included	PULMONARY HYPERTENSION	TRACLEER	Included
INFLAMMATORY CONDITIONS	EMFLAZA	Included	PULMONARY HYPERTENSION	TYVASO	Included
INFLAMMATORY CONDITIONS	ENBREL	Included	PULMONARY HYPERTENSION	UPTRAVI	Included
INFLAMMATORY CONDITIONS	HUMIRA	Included	PULMONARY HYPERTENSION	VENTAVIS*	Included

Exhibit E- Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
		Date Received
1	Name of person doing business with local governmental entity. N/A - None	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7



Signature of person doing business with the governmental entity

6/9/2022

Date

Certificate Of Completion

Envelope Id: D4962FBE1BF14CE5A8E7F03EC64EF7B8	Status: Sent
Subject: Please DocuSign: City Council Contract 7978 ASO for Medical Prescription Coverage	
Source Envelope:	
Document Pages: 74	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Gabby Leeper	Location: DocuSign
10/17/2022 5:38:39 PM	Gabby.Leeper@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 10/17/2022 5:52:09 PM Viewed: 10/17/2022 5:52:22 PM Signed: 10/17/2022 5:55:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/17/2022 5:55:23 PM Viewed: 10/18/2022 3:59:43 PM Signed: 10/18/2022 4:11:29 PM
---	---	---

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/18/2022 4:11:34 PM Viewed: 10/21/2022 4:16:31 PM Signed: 10/21/2022 4:20:29 PM
---	--	---

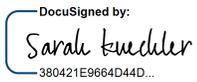
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Dumas jennifer_dumas@uhc.com Regional Contract Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.203.177.177	Sent: 10/21/2022 4:20:33 PM Resent: 10/21/2022 4:22:08 PM Viewed: 10/24/2022 6:32:38 AM Signed: 10/26/2022 11:41:22 AM
---	--	---

Electronic Record and Signature Disclosure:
Accepted: 10/24/2022 6:32:38 AM
ID: f843c325-047b-45f9-9d6a-3913013acf9c

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Sarah Kuechler
sarah.kuechler@cityofdenton.com
Director of Human Resources
Security Level: Email, Account Authentication (None)

DocuSigned by:

380421E9664D4D...
Signature Adoption: Pre-selected Style
Using IP Address: 174.204.134.222
Signed using mobile

Sent: 10/26/2022 11:41:29 AM
Viewed: 10/26/2022 5:17:35 PM
Signed: 10/26/2022 5:18:27 PM

Electronic Record and Signature Disclosure:
Accepted: 10/26/2022 5:17:35 PM
ID: ab3d7b42-5bd9-4a22-874d-501dab5bc9c6

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 10/26/2022 5:18:33 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rosa Rios
rosa.rios@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/26/2022 10:24:38 AM
ID: 89049c2c-c080-4147-aef8-5cfb28d41d82

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/17/2022 5:55:23 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 10/26/2022 5:18:32 PM
 Viewed: 10/27/2022 7:57:32 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Secretary Office
 citysecretary@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Linda Kile
 Linda.Kile@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/17/2022 5:52:09 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.