

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and City of Burleson ("Customer"), Contract No. 906435, and is effective on January 1, 2023 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City of Burleson

United HealthCare Services, Inc.

By [Signature]
Authorized Signature

By Charlene Mancini
Authorized Signature

Print Name Tommy Ludwig

Print Name Charlene Mancini

Print Title City Manager

Print Title Regional Contract Manager

Date December 11, 2023

Date 12/13/2023

Renewal 3Q 2022
Agreement No. 19277.6

The Administrative Services Agreement is amended on January 1, 2023 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

All references to out of network programs in the Agreement, each as applicable, are replaced in their entirety. As such, Section A1 Network in Exhibit A is amended to include the following sub-section:

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. Customers elected out of network programs are identified in Exhibit B – Fees. Programs are subject to change or termination at United's discretion.

EXHIBIT B – 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, 2024, unless otherwise specified.

Final Claims Fiduciary: United

Prescription Drug List: Traditional

Effective January 1, 2023 through December 31, 2024:

Average Contract Size: 2.20

The Fees include a Pharmacy Administrative Fee credit in the amount of \$41.81 per Employee per month.

The Fees listed below are based upon an estimated minimum of 337 enrolled Employees.

\$4.56 per Employee per month.

Effective January 1, 2024 through December 31, 2024:

Average Contract Size: 2.21

The Fees include a Pharmacy Administrative Fee credit in the amount of \$43.00 per Employee per month.

The Fees listed below are based upon an estimated minimum of 353 enrolled Employees.

\$4.56 per Employee per month

Credits

Effective January 1, 2023 through December 31, 2023:

Communication Credit

United will provide a communication credit to help Customer mitigate costs associated with communications to Participants. The communication credit will be paid through a credit to Customer’s fees after (a) the Agreement is executed and (b) the first month’s fees have been received by United. If Customer terminates the Agreement prior to December 31, 2023, Customer will pay United a prorated portion of this credit.

\$10,000 Communication credit per year

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer’s discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2023, Customer will pay United a prorated portion of this credit.

\$30,000 Wellness allowance per year

Effective January 1, 2024 through December 31, 2024:

Communication Credit

United will provide a communication credit to help Customer mitigate costs associated with communications to Participants. The communication credit will be paid through a credit to Customer’s fees after (a) the Agreement is executed and (b) the first month’s fees have been received by United. If Customer terminates the Agreement prior to December 31, 2024, Customer will pay United a prorated portion of this credit.

\$15,000 Communication credit per year

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer’s discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2024, Customer will pay United a prorated portion of this credit.

\$35,000 Wellness allowance per year

Pharmacy Ongoing Auditing Reimbursement

United will provide reimbursement towards an ongoing audit, subject to United’s standard requirements regarding prior notice, confidentiality, length, time and place and findings. Charges above this amount will be Customer’s liability. The audit reimbursement will be paid to Customer after (a) the Agreement is executed, (b) the audit has been completed and (c) the total actual cost of the audit has been determined and documented by Customer. [If Customer terminates the Agreement prior to December 31, 2024, Customer will pay United a prorated portion of this credit.

\$25,000 audit reimbursement first year only

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
Coordination of Benefits (“COB”) Verify primary/secondary payer accuracy <ul style="list-style-type: none">Identify claims to be investigated using a layered approach to identify other primary payers:<ol style="list-style-type: none">Eligibility match to other commercial payersEligibility match to MedicareEligibility match to newly enrolled Medicaid membersEligibility match to membership validation vendors using proprietary algorithms	No additional Fee.

Service Description	Fee
5. Additional oversight and identification of primary payers using United professional resources 6. Advanced analytics using COB-specific triggers to identify primary payers] <ul style="list-style-type: none"> • Correct pre-adjudicated claims prior to claim payment • Update claims systems with other primary/secondary payers' information • COB indicators set to edit subsequent claims with primary/secondary payers' information 	
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
Litigation and Arbitration Fees for Recoveries <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. 	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).
Third Party Liability - Subrogation and Injury Coverage Coordination <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.	33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Maximum Non-Network Reimbursement Program <ul style="list-style-type: none"> • Offers a reimbursement methodology for non-emergency non-network claims. 	No additional Fee

Service Description	Fee
United’s reasonable and customary charge guidelines <ul style="list-style-type: none"> Provides guidelines for out of network surgical, medical, lab, and x-ray claims. 	No additional Fee
Shared Savings Program <ul style="list-style-type: none"> Provides savings on select non-Network facility and physician claims that are not eligible for standard network discounts. Provides access to established or discounted reimbursement amounts from health care providers who contract, accept, or negotiate with a United or third party. Does not include credentialing of providers or other Network services as set forth in the Agreement. 	<p>29% of the Savings Obtained as a result of the program. Savings Obtained means the amount that would have been payable to a health care provider if no discounts were available, including amounts payable by both the Participant and the Plan, minus the amount that is payable to the health care provider after the discount is taken, including amounts payable by both the Participant and the Plan.</p> <p>The savings used to calculate the fee per individual claim for the program shall not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000</p>
External Reviews	<p>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.</p>
Interest Rate on Fees and Underfunding Bank Account	Prime rate plus 4%
Run-out Claims Administration 6 months of runout	<p>As elected by Customer upon termination:</p> <ul style="list-style-type: none"> 6 months of run-out: 2 months of Administration Fees
Pharmacy Benefit Rebates - Termination	<p>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.</p>
<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 IDR administration fee and all IDR arbitrator fees through the Bank Account. 	<p>For the 2023 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United’s intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements . Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2023 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p> <p>For the 2024 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United’s intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements . Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2024 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p>

Service Description	Fee
<ul style="list-style-type: none"> 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. Provide language to support Customer's anti-gag clause attestation requirement. Prepare and file pharmacy benefits and drug cost reports. Prepare and file air ambulance claims reports. Provide and maintain price comparison information to Participants by telephone and online. 	
<p>Health Plan Transparency in Coverage Rule ("TiC") Support Services. United will support Customer's compliance with the requirements of the TiC by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer's own website. A cost estimator tool available online for Plan Participants for the items and services as required each year. 	<p>For the 2023 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.</p> <p>For the 2024 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.</p>

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

Dental Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2024, unless otherwise specified.

The Fees listed below are based upon an estimated minimum of 348 enrolled Employees.

\$4.15 per Employee per month.

Average Contract Size: 2.25

Run-out Claims Administration: 12 months of runout; additional months are available at an additional cost

The following financial terms are effective for the period January 1, 2024 through December 31, 2024, unless otherwise specified.

The Fees listed below are based upon an estimated minimum of 399 enrolled Employees.

\$4.15 per Employee per month.

Average Contract Size: 2.14

Run-out Claims Administration: 12 months of runout; additional months are available at an additional cost

EXHIBIT C –GUARANTEES

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

The Fees payable by Customer under this Agreement will be adjusted through a credit to its 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 through December 31, 2024 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

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

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

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

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

The following guarantees are effective January 1, 2023 through December 31, 2023:

Pharmacy Financials		
Definition	Contracted pharmacy rates that will be delivered to You.	
Measurement and Criteria	01/01/2023	
	Combined Discount Guarantee - Standard Select/CVS Network	
	Retail Brand, Average Wholesale Price (AWP) less	20.0%
	Retail Brand -- 90 Day Supply, AWP less	24.0%
	Retail Generic - 30 and 90 Day Supply, AWP less	82.0%
	Mail Order Brand, AWP less	26.2%
	Mail Order Generic, AWP less	84.0%
	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 - 30 Day	\$0.55
Retail Brand -- 90 Day Supply	\$0.30	
Retail Generic - 30 Day	\$0.55	
Retail Generic -- 90 Day Supply	\$0.30	
Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		

Fixed Rebate Guarantee (Traditional PDL)	
-	Basis, per script Brand
-	Retail - 30 and 90 Day \$254.90
-	Mail Order \$563.30
-	Specialty Included In Retail Included In Retail Included In Retail
Credits and Allowances	
-	Rebate Fee Credit (PEPM) \$41.81
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 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • 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. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • 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 Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
- Specialty rebates are included in the guaranteed retail per-script rebates above.
- 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.
- Vaccines are excluded from the claim counts.

Credits and Allowances

• Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2023 through 12/31/2023 ("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 337 Employees and 742 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.

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>TRRX (02/2022)</p>	<ul style="list-style-type: none"> • 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.
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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	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. 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%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. 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.
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 • 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	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.5%	INFLAMMATORY CONDITIONS	ILUMYA	14.1%
ANEMIA	EPOGEN	13.3%	INFLAMMATORY CONDITIONS	KEVZARA	9.9%
ANEMIA	PROCRIT	13.6%	INFLAMMATORY CONDITIONS	KINERET	13.5%
ANEMIA	RETACRIT	14.1%	INFLAMMATORY CONDITIONS	OLUMIANT	12.5%
ANTICONVULSANT	DIACOMIT	12.5%	INFLAMMATORY CONDITIONS	ORENCIA	14.2%
ANTICONVULSANT	EPIDIOLEX	12.5%	INFLAMMATORY CONDITIONS	OTEZLA	14.0%
ANTICONVULSANT	FINTEPLA	10.4%	INFLAMMATORY CONDITIONS	RIDAURA	14.1%
ANTIHYPERLIPIDEMIC	JUXTAPID	13.2%	INFLAMMATORY CONDITIONS	RINVOQ	14.1%
ANTI-INFECTIVE	ARIKAYCE	13.0%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ANTI-INFECTIVE	DARAPRIM	12.5%	INFLAMMATORY CONDITIONS	SIMPONI	14.1%
ANTI-INFECTIVE	PYRIMETHAMINE	12.5%	INFLAMMATORY CONDITIONS	SKYRIZI	18.1%
ASTHMA	FASENRA	12.5%	INFLAMMATORY CONDITIONS	STELARA	16.1%
ASTHMA	NUCALA	12.5%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ASTHMA	XOLAIR	12.5%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%
CARDIOVASCULAR	DROXIDOPA	33.1%	INFLAMMATORY CONDITIONS	XELJANZ	14.1%
CARDIOVASCULAR	NORTHERA	14.0%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.1%
CARDIOVASCULAR	VYNDAMAX	15.2%	IRON OVERLOAD	DEFERASIROX	66.4%
CARDIOVASCULAR	VYNDAQEL	12.5%	IRON OVERLOAD	EXJADE	12.1%
CNS AGENTS	AUSTEDO	13.5%	IRON OVERLOAD	FERRIPROX	12.5%
CNS AGENTS	ENSPRYNG	11.9%	IRON OVERLOAD	JADENU	13.5%
CNS AGENTS	FIRDAPSE	10.4%	LIVER DISEASE	OICALIVA	15.0%
CNS AGENTS	HETLIOZ	14.0%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
CNS AGENTS	INGREZZA	13.0%	MOOD DISORDER DRUGS	SPRAVATO	13.5%
CNS AGENTS	RILUTEK	13.5%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
CNS AGENTS	RILUZOLE	92.6%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
CNS AGENTS	RUZURGI	11.4%	MULTIPLE SCLEROSIS	AVONEX	14.0%
CNS AGENTS	SABRIL	16.1%	MULTIPLE SCLEROSIS	BAFIERTAM	14.0%
CNS AGENTS	TETRABENAZINE	48.5%	MULTIPLE SCLEROSIS	BETASERON	14.1%
CNS AGENTS	TIGLUTIK	10.4%	MULTIPLE SCLEROSIS	COPAXONE	14.7%

CNS AGENTS	VIGABATRIN	17.6%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	92.8%
CNS AGENTS	VIGADRONE	16.6%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	79.4%
CNS AGENTS	XENAZINE	15.5%	MULTIPLE SCLEROSIS	EXTAVIA	14.1%
CNS AGENTS	XYREM	6.3%	MULTIPLE SCLEROSIS	GILENYA	14.0%
CNS AGENTS	XYWAV	7.3%	MULTIPLE SCLEROSIS	GLATIRAMER	79.4%
CYSTIC FIBROSIS	BETHKIS	11.4%	MULTIPLE SCLEROSIS	GLATOPA	79.4%
CYSTIC FIBROSIS	CAYSTON	14.5%	MULTIPLE SCLEROSIS	KESIMPTA	14.0%
CYSTIC FIBROSIS	KALYDECO	13.5%	MULTIPLE SCLEROSIS	MAVENCLAD	14.0%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	MULTIPLE SCLEROSIS	MAYZENT	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
CYSTIC FIBROSIS	PULMOZYME	15.0%	MULTIPLE SCLEROSIS	PONVORY	10.9%
CYSTIC FIBROSIS	SYMDEKO	13.5%	MULTIPLE SCLEROSIS	REBIF	14.0%
CYSTIC FIBROSIS	TOBI	13.8%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	MULTIPLE SCLEROSIS	TECFIDERA	14.0%
CYSTIC FIBROSIS	TOBRAMYCIN	69.1%	MULTIPLE SCLEROSIS	VUMERITY	12.5%
CYSTIC FIBROSIS	TRIKAFTA	13.5%	MULTIPLE SCLEROSIS	ZEPOSIA	12.5%
ENDOCRINE	BUPHENYL	14.8%	MUSCULOSKELETAL AGENTS	EVRYSDI	7.3%
ENDOCRINE	BYNFEZIA	8.3%	NARCOLEPSY	WAKIX	13.5%
ENDOCRINE	CARBAGLU	7.3%	NEUTROPENIA	FULPHILA	13.8%
ENDOCRINE	CHENODAL	9.4%	NEUTROPENIA	GRANIX	13.8%
ENDOCRINE	CLOVIQUE	33.1%	NEUTROPENIA	LEUKINE	13.8%
ENDOCRINE	CUPRIMINE	14.1%	NEUTROPENIA	NEULASTA	13.8%
ENDOCRINE	CYSTADANE	10.4%	NEUTROPENIA	NEUPOGEN	13.8%
ENDOCRINE	CYSTADROPS	10.4%	NEUTROPENIA	NIVESTYM	13.8%
ENDOCRINE	CYSTARAN	13.0%	NEUTROPENIA	NYVEPRIA	11.4%
ENDOCRINE	DEPEN TITRATABS	14.0%	NEUTROPENIA	UDENYCA	13.8%
ENDOCRINE	D-PENAMINE	13.0%	NEUTROPENIA	ZARXIO	13.8%
ENDOCRINE	EGRIFTA	13.5%	NEUTROPENIA	ZIEXTENZO	13.5%
ENDOCRINE	FIRMAGON	13.5%	ONCOLOGY - INJECTABLE	ELIGARD	12.6%
ENDOCRINE	GATTEX	14.8%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
ENDOCRINE	H.P. ACTHAR	13.5%	ONCOLOGY - INJECTABLE	LEUPROLIDE	62.9%
ENDOCRINE	IMCIVREE	13.5%	ONCOLOGY - INJECTABLE	SYNRIBO	13.8%
ENDOCRINE	ISTURISA	10.4%	ONCOLOGY - ORAL	ABIRATERONE	82.5%
ENDOCRINE	JYNARQUE	12.5%	ONCOLOGY - ORAL	AFINITOR	14.1%

ENDOCRINE	KEVEYIS	13.0%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.1%
ENDOCRINE	KORLYM	11.4%	ONCOLOGY - ORAL	ALECENSA	14.1%
ENDOCRINE	KUVAN	12.7%	ONCOLOGY - ORAL	ALKERAN	15.4%
ENDOCRINE	MYALEPT	7.3%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
ENDOCRINE	NATPARA	13.2%	ONCOLOGY - ORAL	AYVAKIT	14.5%
ENDOCRINE	NITYR	13.0%	ONCOLOGY - ORAL	BALVERSA	13.5%
ENDOCRINE	OCTREOTIDE ACETATE	56.8%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
ENDOCRINE	PENICILLAMINE	33.1%	ONCOLOGY - ORAL	BOSULIF	13.5%
ENDOCRINE	PROCYSBI	7.3%	ONCOLOGY - ORAL	BRAFTOVI	14.0%
ENDOCRINE	RAVICTI	15.0%	ONCOLOGY - ORAL	BRUKINSA	13.0%
ENDOCRINE	SAMSCA	13.5%	ONCOLOGY - ORAL	CABOMETYX	12.5%
ENDOCRINE	SANDOSTATIN	13.8%	ONCOLOGY - ORAL	CALQUENCE	13.5%
ENDOCRINE	SAPROPTERIN	41.3%	ONCOLOGY - ORAL	CAPECITABINE	82.5%
ENDOCRINE	SIGNIFOR	7.3%	ONCOLOGY - ORAL	CAPRELSA	9.4%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	ONCOLOGY - ORAL	COMETRIQ	13.0%
ENDOCRINE	SOMATULINE DEPOT	13.5%	ONCOLOGY - ORAL	COPIKTRA	14.5%
ENDOCRINE	SOMAVERT	10.6%	ONCOLOGY - ORAL	COTELLIC	12.5%
ENDOCRINE	SYPRINE	13.5%	ONCOLOGY - ORAL	DAURISMO	12.5%
ENDOCRINE	THIOLA	11.4%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
ENDOCRINE	TOLVAPTAN	33.1%	ONCOLOGY - ORAL	ERLEADA	13.5%
ENDOCRINE	TRIENTINE	84.6%	ONCOLOGY - ORAL	ERLOTINIB	33.1%
ENDOCRINE	XERMELO	13.0%	ONCOLOGY - ORAL	ETOPOSIDE	33.1%
ENDOCRINE	XURIDEN	12.5%	ONCOLOGY - ORAL	EVEROLIMUS	45.4%
ENZYME DEFICIENCY	CHOLBAM	4.2%	ONCOLOGY - ORAL	FARYDAK	11.4%
ENZYME DEFICIENCY	CYSTAGON	10.9%	ONCOLOGY - ORAL	FOTIVDA	13.2%
ENZYME DEFICIENCY	GALAFOLD	14.0%	ONCOLOGY - ORAL	GILOTRIF	7.3%
ENZYME DEFICIENCY	MIGLUSTAT	33.1%	ONCOLOGY - ORAL	GLEEVEC	15.4%
ENZYME DEFICIENCY	NITISINONE	33.1%	ONCOLOGY - ORAL	GLEOSTINE	15.4%
ENZYME DEFICIENCY	ORFADIN	2.2%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
ENZYME DEFICIENCY	PALYNZIQ	11.4%	ONCOLOGY - ORAL	IBRANCE	14.0%

ENZYME DEFICIENCY	STRENSIQ	11.3%	ONCOLOGY - ORAL	ICLUSIG	12.7%
ENZYME DEFICIENCY	SUCRAID	12.2%	ONCOLOGY - ORAL	IDHIFA	14.5%
ENZYME DEFICIENCY	TEGSEDI	7.3%	ONCOLOGY - ORAL	IMATINIB MESYLATE	92.3%
ENZYME DEFICIENCY	ZAVESCA	7.3%	ONCOLOGY - ORAL	IMBRUVICA	14.0%
GAUCHERS DISEASE	CERDELGA	13.5%	ONCOLOGY - ORAL	INLYTA	13.6%
GENETIC DISORDER	DOJOLVI	15.0%	ONCOLOGY - ORAL	INQOVI	10.4%
GENETIC DISORDER	ZOKINVY	13.5%	ONCOLOGY - ORAL	INREBIC	12.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	ONCOLOGY - ORAL	IRESSA	14.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	ONCOLOGY - ORAL	JAKAFI	12.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	ONCOLOGY - ORAL	KISQALI	14.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.0%	ONCOLOGY - ORAL	KISQALI FEMARA	15.0%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	14.2%	ONCOLOGY - ORAL	KOSELUGO	13.7%
GROWTH HORMONE DEFICIENCY	OMNITROPE	14.5%	ONCOLOGY - ORAL	LAPATINIB	33.1%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	ONCOLOGY - ORAL	LENVIMA	14.5%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	ONCOLOGY - ORAL	LONSURF	12.5%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - ORAL	LORBRENA	11.4%
GROWTH HORMONE DEFICIENCY	ZORBIVE	13.0%	ONCOLOGY - ORAL	LUMAKRAS	12.5%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - ORAL	LYNPARZA	12.2%
HEMATOLOGIC	CABLIVI	13.5%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMATOLOGIC	CINRYZE	14.5%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMATOLOGIC	DOPTELET	13.5%	ONCOLOGY - ORAL	MEKTOVI	14.0%
HEMATOLOGIC	FIRAZYR	14.3%	ONCOLOGY - ORAL	MELPHALAN	33.1%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMATOLOGIC	ICATIBANT	33.1%	ONCOLOGY - ORAL	NERLYNX	14.3%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	NEXAVAR	12.5%

HEMATOLOGIC	MULPLETA	13.5%	ONCOLOGY - ORAL	NILANDRON	15.0%
HEMATOLOGIC	OXBRYTA	11.9%	ONCOLOGY - ORAL	NILUTAMIDE	40.4%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMATOLOGIC	RUCONEST	13.2%	ONCOLOGY - ORAL	NUBEQA	13.5%
HEMATOLOGIC	SAJAZIR	22.8%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMATOLOGIC	TAKHZYRO	13.5%	ONCOLOGY - ORAL	ONUREG	11.9%
HEMATOLOGIC	TAVALISSE	13.5%	ONCOLOGY - ORAL	ORGOVYX	14.3%
HEMOPHILIA - INFUSED	ADVATE	43.2%	ONCOLOGY - ORAL	PEMAZYRE	14.0%
HEMOPHILIA - INFUSED	ADYNOVATE	34.1%	ONCOLOGY - ORAL	PIQRAY	11.9%
HEMOPHILIA - INFUSED	AFSTYLA	34.0%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA - INFUSED	ALPHANATE/V ON WILLEBRAND	42.0%	ONCOLOGY - ORAL	PURIXAN	12.5%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.3%	ONCOLOGY - ORAL	QINLOCK	14.5%
HEMOPHILIA - INFUSED	ALPROLIX	13.5%	ONCOLOGY - ORAL	RETEVMO	12.5%
HEMOPHILIA - INFUSED	BENEFIX	14.5%	ONCOLOGY - ORAL	REVLIMID	14.8%
HEMOPHILIA - INFUSED	COAGADEX	30.0%	ONCOLOGY - ORAL	ROZLYTREK	15.4%
HEMOPHILIA - INFUSED	CORIFACT	27.9%	ONCOLOGY - ORAL	RUBRACA	14.5%
HEMOPHILIA - INFUSED	ELOCTATE	27.9%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEMOPHILIA - INFUSED	ESPEROCT	22.8%	ONCOLOGY - ORAL	SPRYCEL	15.4%
HEMOPHILIA - INFUSED	FEIBA	40.2%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHILIA - INFUSED	HEMOPIL M	44.4%	ONCOLOGY - ORAL	SUNITINIB	33.1%
HEMOPHILIA - INFUSED	HUMATE-P	37.1%	ONCOLOGY - ORAL	SUTENT	14.8%
HEMOPHILIA - INFUSED	IDELVION	13.5%	ONCOLOGY - ORAL	TABLOID	15.4%
HEMOPHILIA - INFUSED	IXINITY	13.5%	ONCOLOGY - ORAL	TABRECTA	12.5%
HEMOPHILIA - INFUSED	JIVI	22.8%	ONCOLOGY - ORAL	TAFINLAR	13.5%
HEMOPHILIA - INFUSED	KOATE	42.3%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEMOPHILIA - INFUSED	KOATE-DVI	42.3%	ONCOLOGY - ORAL	TALZENNA	13.5%
HEMOPHILIA - INFUSED	KOGENATE FS	47.3%	ONCOLOGY - ORAL	TARCEVA	15.3%
HEMOPHILIA - INFUSED	KOVALTRY	45.7%	ONCOLOGY - ORAL	TARGRETIN	14.0%
HEMOPHILIA - INFUSED	MONONINE	31.4%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	TAZVERIK	13.7%

HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.3%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEMOPHILIA - INFUSED	NUWIQ	48.2%	ONCOLOGY - ORAL	TEMOZOLOMIDE	59.2%
HEMOPHILIA - INFUSED	PROFILNINE	30.0%	ONCOLOGY - ORAL	TEPMETKO	12.5%
HEMOPHILIA - INFUSED	REBINYN	17.6%	ONCOLOGY - ORAL	THALOMID	14.8%
HEMOPHILIA - INFUSED	RECOMBINATE	41.3%	ONCOLOGY - ORAL	TIBSOVO	13.5%
HEMOPHILIA - INFUSED	RIXUBIS	13.7%	ONCOLOGY - ORAL	TRETINOIN	84.6%
HEMOPHILIA - INFUSED	SEVENFACT	22.8%	ONCOLOGY - ORAL	TUKYSA	13.7%
HEMOPHILIA - INFUSED	TRETTEN	14.4%	ONCOLOGY - ORAL	TURALIO	14.0%
HEMOPHILIA - INFUSED	VONVENDI	12.5%	ONCOLOGY - ORAL	TYKERB	14.8%
HEMOPHILIA - INFUSED	WILATE	42.3%	ONCOLOGY - ORAL	UKONIQ	12.5%
HEMOPHILIA - INFUSED	XYNTHA	38.4%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEMOPHILIA - INJECTABLE	HEMLIBRA	12.5%	ONCOLOGY - ORAL	VERZENIO	15.2%
HEPATITIS B	ADEFOVIR DIPVOXIL	33.1%	ONCOLOGY - ORAL	VITRAKVI	14.5%
HEPATITIS B	BARACLUDE	13.8%	ONCOLOGY - ORAL	VIZIMPRO	8.3%
HEPATITIS B	EMPAVELI	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEPATITIS B	ENTECAVIR	83.5%	ONCOLOGY - ORAL	XALKORI	11.9%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - ORAL	XELODA	15.4%
HEPATITIS B	HEPSERA	13.7%	ONCOLOGY - ORAL	XOSPATA	14.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	XPOVIO	14.3%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS C	EPCLUSA	14.0%	ONCOLOGY - ORAL	YONSA	15.4%
HEPATITIS C	HARVONI	15.0%	ONCOLOGY - ORAL	ZEJULA	13.7%
HEPATITIS C	LEDIPASVIR/SO FOSBUVIR	15.0%	ONCOLOGY - ORAL	ZELBORAF	13.0%
HEPATITIS C	MAVYRET	14.0%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HEPATITIS C	PEGASYS	16.5%	ONCOLOGY - ORAL	ZYDELIG	14.5%
HEPATITIS C	PEGINTRON	17.5%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	SOFOSBUVIR/V ELPATASVIR	14.0%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	SOVALDI	14.0%	ONCOLOGY - TOPICAL	TARGRETIN	14.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - TOPICAL	VALCHLOR	9.9%
HEPATITIS C	VOSEVI	14.0%	OPHTHALMIC	OXERVATE	12.5%
HEPATITIS C	ZEPATIER	13.9%	OSTEOPOROSIS	FORTEO	13.9%

HEREDITARY ANGIOEDEMA	ORLADEYO	13.0%	OSTEOPOROSIS	TERIPARATIDE	13.5%
IMMUNE MODULATOR	ACTIMMUNE	14.3%	OSTEOPOROSIS	TYMLOS	13.3%
IMMUNE MODULATOR	ARCALYST	15.0%	PARKINSONS DISEASE	APOKYN	11.5%
IMMUNOLOGICAL AGENTS	LUPKYNIS	14.3%	PARKINSONS DISEASE	INBRIJA	12.5%
IMMUNOLOGICAL AGENTS	PALFORZIA	9.4%	PARKINSONS DISEASE	KYNMOBI	9.4%
INFERTILITY	CETROTIDE	17.2%	PULMONARY DISEASE	ESBRIET	13.5%
INFERTILITY	CHORIONIC GONADOTROPIN	69.6%	PULMONARY DISEASE	OFEV	12.5%
INFERTILITY	FOLLISTIM AQ	24.3%	PULMONARY HYPERTENSION	ADCIRCA	13.5%
INFERTILITY	GANIRELIX ACETATE	16.6%	PULMONARY HYPERTENSION	ADEMPAS	13.5%
INFERTILITY	GONAL-F	22.9%	PULMONARY HYPERTENSION	ALYQ	58.8%
INFERTILITY	GONAL-F RFF	22.9%	PULMONARY HYPERTENSION	AMBRISENTAN	58.8%
INFERTILITY	MENOPUR	16.8%	PULMONARY HYPERTENSION	BOSENTAN	33.1%
INFERTILITY	NOVAREL	33.1%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
INFERTILITY	OVIDREL	17.2%	PULMONARY HYPERTENSION	OPSUMIT	13.7%
INFERTILITY	PREGNYL	33.1%	PULMONARY HYPERTENSION	ORENITRAM	13.5%
INFLAMMATORY CONDITIONS	ACTEMRA	14.2%	PULMONARY HYPERTENSION	REVATIO	13.3%
INFLAMMATORY CONDITIONS	CIMZIA	15.5%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFLAMMATORY CONDITIONS	COSENTYX	13.5%	PULMONARY HYPERTENSION	TADALAFIL	33.1%
INFLAMMATORY CONDITIONS	DUPIXENT	14.1%	PULMONARY HYPERTENSION	TRACLEER	13.5%
INFLAMMATORY CONDITIONS	EMFLAZA	10.9%	PULMONARY HYPERTENSION	TYVASO	13.0%
INFLAMMATORY CONDITIONS	ENBREL	14.5%	PULMONARY HYPERTENSION	UPTRAVI	14.8%
INFLAMMATORY CONDITIONS	HUMIRA	16.1%	PULMONARY HYPERTENSION	VENTAVIS*	13.0%

*Includes
Nebulizer
10/2021

The following guarantees are effective January 1, 2024 through December 31, 2024:

Pharmacy Financials	
Definition	Pharmacy rate guarantees.
Measurement and Criteria	01/01/2024 Combined Discount Guarantee - Standard Select/CVS Network

-	Retail Brand, Average Wholesale Price (AWP) less	20.00%		
	Retail Brand -- 90 Day Supply, AWP less	24.00%		
	Retail Generic - 30 and 90 Day Supply, AWP less	83.00%		
	Mail Order Brand, AWP less	26.70%		
	Mail Order Generic, AWP less	85.00%		
	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 - 30 Day	\$0.50		
	Retail Brand -- 90 Day Supply	\$0.25		
	Retail Generic - 30 Day	\$0.50		
	Retail Generic -- 90 Day Supply	\$0.25		
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee (Traditional PDL)			
-	Basis, per script	Brand		
-	Retail - 30 and 90 Day	\$349.56		
-	Mail Order	\$785.19		
-	Specialty	Included In Retail	Included In Retail	Included In Retail
-	Credits and Allowances			
-	Administrative Fee Credit (PEPM)	\$43.00		
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 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. The Mail Order guarantee includes drugs dispensed for 46 days or greater. 			

- When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.
- 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 receiving 340B pricing
 - long term care pharmacy claims
 - federal government pharmacy claims
 - claims for non-FDA approved products
 - compound drug claims
 - consumer card or discount card program claims
 - direct member reimbursement claims
 - Vaccines are excluded from the claim counts.
 - Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the introduction of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment 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
 - United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
 - Specialty rebates are included in the guaranteed retail per-script rebates above.
 - 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.

Credits and Allowances

- Administrative Fee Credit: In addition to the guaranteed Rebates, Customer will receive an administrative fee credit. Under this arrangement, Rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2024 through 12/31/2024 ("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 353 Employees and 779 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.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

- 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 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.

Brand / Generic Reconciliation Definition

- **Brand Drug:** An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee, set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria:
 - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N.
- **Generic Drug:** An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria:
 - Medi-Span Multi-Source Code ("MSC") is equal to Y.

TRRX
(03/2023)

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	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. 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%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. 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.
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 and drugs for which no AWP measure exists 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). • Limited Distribution (LDD) status is subject to change based on manufacturer decision. • 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: <ol style="list-style-type: none"> a) material 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; • 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	LDD Indicator	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	No	14.50%	INFLAMMATORY CONDITIONS	HUMIRA	No	16.10%
ANEMIA	EPOGEN	No	13.30%	INFLAMMATORY CONDITIONS	ILUMYA	No	14.10%
ANEMIA	PROCRIT	No	13.60%	INFLAMMATORY CONDITIONS	KEVZARA	No	9.90%
ANEMIA	RETACRIT	No	14.10%	INFLAMMATORY CONDITIONS	KINERET	Yes	13.50%
ANTICONVULSANT	DIACOMIT	Yes	12.50%	INFLAMMATORY CONDITIONS	OLUMIANT	Yes	12.50%

ANTICONVULSANT	EPIDIOLEX	Yes	12.50%	INFLAMMATORY CONDITIONS	OPZELURA	No	10.90%
ANTICONVULSANT	FINTEPLA	Yes	10.40%	INFLAMMATORY CONDITIONS	ORENCIA	No	14.20%
ANTIHYPERLIPIDE MIC	JUXTAPID	Yes	13.20%	INFLAMMATORY CONDITIONS	OTEZLA	No	14.00%
ANTI-INFECTIVE	ARIKAYCE	Yes	13.00%	INFLAMMATORY CONDITIONS	RIDAURA	No	14.10%
ANTI-INFECTIVE	DARAPRIM	Yes	12.50%	INFLAMMATORY CONDITIONS	RINVOQ	No	14.10%
ANTI-INFECTIVE	PYRIMETHA MINE	Yes	12.50%	INFLAMMATORY CONDITIONS	SILIQ	Yes	11.40%
ANTIVIRAL	LIVTENCITY	Yes	13.00%	INFLAMMATORY CONDITIONS	SIMPONI	No	14.10%
ASTHMA	FASENRA	Yes	12.50%	INFLAMMATORY CONDITIONS	SKYRIZI	No	18.10%
ASTHMA	NUCALA	Yes	12.50%	INFLAMMATORY CONDITIONS	STELARA	No	16.10%
ASTHMA	XOLAIR	Yes	12.50%	INFLAMMATORY CONDITIONS	TALTZ	No	11.40%
CARDIOVASCULAR	DROXIDOPA	Yes	33.00%	INFLAMMATORY CONDITIONS	TREMFYA	No	14.10%
CARDIOVASCULAR	NORTHERA	Yes	14.00%	INFLAMMATORY CONDITIONS	XELJANZ	No	14.10%
CARDIOVASCULAR	VYNDAMAX	Yes	15.20%	INFLAMMATORY CONDITIONS	XELJANZ XR	No	14.10%
CARDIOVASCULAR	VYNDAQEL	Yes	12.50%	IRON OVERLOAD	DEFERASIROX	Yes	66.40%
CNS AGENTS	AUSTEDO	No	13.50%	IRON OVERLOAD	EXJADE	Yes	12.10%
CNS AGENTS	ENSPRYNG	Yes	11.90%	IRON OVERLOAD	FERRIPROX	Yes	12.50%
CNS AGENTS	EXSERVAN	Yes	13.50%	IRON OVERLOAD	JADENU	No	13.50%
CNS AGENTS	FIRDAPSE	Yes	10.40%	LIVER DISEASE	OCALIVA	Yes	15.00%
CNS AGENTS	HETLIOZ	Yes	14.00%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Yes	13.50%
CNS AGENTS	INGREZZA	Yes	13.00%	MOOD DISORDER DRUGS	SPRAVATO	No	13.50%
CNS AGENTS	RILUTEK	No	13.50%	MULTIPLE SCLEROSIS	AMPYRA	Yes	11.70%
CNS AGENTS	RILUZOLE	No	92.60%	MULTIPLE SCLEROSIS	AUBAGIO	Yes	12.50%
CNS AGENTS	RUZURGI	No	11.40%	MULTIPLE SCLEROSIS	AVONEX	No	14.00%
CNS AGENTS	SABRIL	Yes	16.10%	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	14.00%
CNS AGENTS	TETRABENA ZINE	No	48.50%	MULTIPLE SCLEROSIS	BETASERON	No	14.10%
CNS AGENTS	TIGLUTIK	Yes	10.40%	MULTIPLE SCLEROSIS	COPAXONE	No	14.70%
CNS AGENTS	VIGABATRIN	No	17.60%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Yes	92.80%
CNS AGENTS	VIGADRONE	Yes	16.60%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Yes	79.40%
CNS AGENTS	XENAZINE	Yes	15.50%	MULTIPLE SCLEROSIS	EXTAVIA	No	14.10%
CNS AGENTS	XYREM	Yes	6.30%	MULTIPLE SCLEROSIS	GILENYA	No	14.00%
CNS AGENTS	XYWAV	Yes	7.30%	MULTIPLE SCLEROSIS	GLATIRAMER	No	79.40%
CYSTIC FIBROSIS	BETHKIS	No	11.40%	MULTIPLE SCLEROSIS	GLATOPA	No	79.40%
CYSTIC FIBROSIS	CAYSTON	Yes	14.50%	MULTIPLE SCLEROSIS	KESIMPTA	No	14.00%
CYSTIC FIBROSIS	KALYDECO	Yes	13.50%	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	14.00%
CYSTIC FIBROSIS	KITABIS PAK	No	12.50%	MULTIPLE SCLEROSIS	MAYZENT	Yes	14.00%

CYSTIC FIBROSIS	ORKAMBI	Yes	13.50%	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	13.50%
CYSTIC FIBROSIS	PULMOZYME	Yes	15.00%	MULTIPLE SCLEROSIS	PONVORY	Yes	10.90%
CYSTIC FIBROSIS	SYMDEKO	Yes	13.50%	MULTIPLE SCLEROSIS	REBIF	No	14.00%
CYSTIC FIBROSIS	TOBI	No	13.80%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	14.00%
CYSTIC FIBROSIS	TOBI PODHALER	No	13.80%	MULTIPLE SCLEROSIS	TECFIDERA	Yes	14.00%
CYSTIC FIBROSIS	TOBRAMYCIN	No	69.10%	MULTIPLE SCLEROSIS	VUMERITY	Yes	12.50%
CYSTIC FIBROSIS	TRIKAFTA	Yes	13.50%	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	12.50%
ENDOCRINE	BUPHENYL	No	14.80%	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	7.30%
ENDOCRINE	BYNFEZIA	No	8.30%	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	11.40%
ENDOCRINE	CARBAGLU	Yes	7.30%	NARCOLEPSY	WAKIX	Yes	13.50%
ENDOCRINE	CHENODAL	Yes	9.40%	NEUTROPENIA	FULPHILA	No	13.80%
ENDOCRINE	CLOVIQUE	No	33.00%	NEUTROPENIA	GRANIX	No	13.80%
ENDOCRINE	CORTROPHIN	Yes	10.40%	NEUTROPENIA	LEUKINE	No	13.80%
ENDOCRINE	CUPRIMINE	No	14.10%	NEUTROPENIA	NEULASTA	No	13.80%
ENDOCRINE	CYSTADANE	Yes	10.40%	NEUTROPENIA	NEUPOGEN	No	13.80%
ENDOCRINE	CYSTADROPS	Yes	10.40%	NEUTROPENIA	NIVESTYM	No	13.80%
ENDOCRINE	CYSTARAN	Yes	13.00%	NEUTROPENIA	NYVEPRIA	No	11.40%
ENDOCRINE	DEPEN TITRATABS	No	14.00%	NEUTROPENIA	UDENYCA	No	13.80%
ENDOCRINE	D-PENAMINE	No	13.00%	NEUTROPENIA	ZARXIO	No	13.80%
ENDOCRINE	EGRIFTA	Yes	13.50%	NEUTROPENIA	ZIEXTENZO	No	13.50%
ENDOCRINE	FIRMAGON	No	13.50%	ONCOLOGY - INJECTABLE	ELIGARD	No	12.60%
ENDOCRINE	GATTEX	Yes	14.80%	ONCOLOGY - INJECTABLE	INTRON A	Yes	13.50%
ENDOCRINE	H.P. ACTHAR	Yes	13.50%	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	62.90%
ENDOCRINE	IMCIVREE	Yes	13.50%	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	13.80%
ENDOCRINE	ISTURISA	Yes	10.40%	ONCOLOGY - ORAL	ABIRATERONE	No	82.50%
ENDOCRINE	JYNARQUE	Yes	12.50%	ONCOLOGY - ORAL	AFINITOR	No	14.10%
ENDOCRINE	KEVEYIS	Yes	13.00%	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	14.10%
ENDOCRINE	KORLYM	Yes	11.40%	ONCOLOGY - ORAL	ALECENSA	Yes	14.10%
ENDOCRINE	KUVAN	Yes	12.70%	ONCOLOGY - ORAL	ALKERAN	No	15.40%
ENDOCRINE	LANREOTIDE	Yes	10.40%	ONCOLOGY - ORAL	ALUNBRIG	Yes	11.90%
ENDOCRINE	MYALEPT	Yes	7.30%	ONCOLOGY - ORAL	AYVAKIT	Yes	14.50%
ENDOCRINE	MYCAPSSA	Yes	11.40%	ONCOLOGY - ORAL	BALVERSA	Yes	13.50%
ENDOCRINE	NATPARA	Yes	13.20%	ONCOLOGY - ORAL	BEXAROTENE	No	33.50%
ENDOCRINE	NITYR	Yes	13.00%	ONCOLOGY - ORAL	BOSULIF	Yes	13.50%
ENDOCRINE	OCTREOTIDE ACETATE	No	56.80%	ONCOLOGY - ORAL	BRAFTOVI	Yes	14.00%
ENDOCRINE	PENICILLAMINE	No	33.00%	ONCOLOGY - ORAL	BRUKINSA	Yes	13.00%
ENDOCRINE	PROCYSBI	Yes	7.30%	ONCOLOGY - ORAL	CABOMETYX	Yes	12.50%

ENDOCRINE	RAVICTI	Yes	15.00%	ONCOLOGY - ORAL	CALQUENCE	Yes	13.50%
ENDOCRINE	SAMSCA	Yes	13.50%	ONCOLOGY - ORAL	CAPECITABINE	No	82.50%
ENDOCRINE	SANDOSTATIN	No	13.80%	ONCOLOGY - ORAL	CAPRELSA	Yes	9.40%
ENDOCRINE	SAPROPTERIN	Yes	41.30%	ONCOLOGY - ORAL	COMETRIQ	Yes	13.00%
ENDOCRINE	SIGNIFOR	Yes	7.30%	ONCOLOGY - ORAL	COPIKTRA	Yes	14.50%
ENDOCRINE	SODIUM PHENYLBUTYRATE	No	33.00%	ONCOLOGY - ORAL	COTELLIC	Yes	12.50%
ENDOCRINE	SOMATULINE DEPOT	Yes	13.50%	ONCOLOGY - ORAL	DAURISMO	Yes	12.50%
ENDOCRINE	SOMAVERT	Yes	10.60%	ONCOLOGY - ORAL	ERIVEDGE	Yes	12.50%
ENDOCRINE	SYPRINE	No	13.50%	ONCOLOGY - ORAL	ERLEADA	No	13.50%
ENDOCRINE	THIOLA	Yes	11.40%	ONCOLOGY - ORAL	ERLOTINIB	Yes	33.00%
ENDOCRINE	TOLVAPTAN	Yes	33.00%	ONCOLOGY - ORAL	ETOPOSIDE	No	33.00%
ENDOCRINE	TRIENTINE	No	84.50%	ONCOLOGY - ORAL	EVEROLIMUS	No	45.40%
ENDOCRINE	XERMELO	Yes	13.00%	ONCOLOGY - ORAL	EXKIVITY	Yes	13.00%
ENDOCRINE	XURIDEN	Yes	12.50%	ONCOLOGY - ORAL	FARYDAK	Yes	11.40%
ENZYME DEFICIENCY	CHOLBAM	Yes	4.20%	ONCOLOGY - ORAL	FOTIVDA	Yes	13.20%
ENZYME DEFICIENCY	CYSTAGON	Yes	10.90%	ONCOLOGY - ORAL	GAVRETO	Yes	12.50%
ENZYME DEFICIENCY	GALAFOLD	Yes	14.00%	ONCOLOGY - ORAL	GILOTRIF	Yes	7.30%
ENZYME DEFICIENCY	MIGLUSTAT	No	33.00%	ONCOLOGY - ORAL	GLEEVEC	No	15.40%
ENZYME DEFICIENCY	NITISINONE	Yes	33.00%	ONCOLOGY - ORAL	GLEOSTINE	No	15.40%
ENZYME DEFICIENCY	ORFADIN	Yes	2.20%	ONCOLOGY - ORAL	HYCANTIN	No	14.80%
ENZYME DEFICIENCY	PALYNZIQ	Yes	11.40%	ONCOLOGY - ORAL	IBRANCE	Yes	14.00%
ENZYME DEFICIENCY	STRENSIQ	Yes	11.30%	ONCOLOGY - ORAL	ICLUSIG	Yes	12.70%
ENZYME DEFICIENCY	SUCRAID	Yes	12.20%	ONCOLOGY - ORAL	IDHIFA	No	14.50%
ENZYME DEFICIENCY	TEGSEDI	Yes	7.30%	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	92.30%
ENZYME DEFICIENCY	ZAVESCA	Yes	7.30%	ONCOLOGY - ORAL	IMBRUVICA	Yes	14.00%
GAUCHERS DISEASE	CERDELGA	Yes	13.50%	ONCOLOGY - ORAL	INLYTA	Yes	13.60%
GENETIC DISORDER	DOJOLVI	Yes	15.00%	ONCOLOGY - ORAL	INQOVI	Yes	10.40%
GENETIC DISORDER	ZOKINVY	Yes	13.50%	ONCOLOGY - ORAL	INREBIC	Yes	12.50%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	14.10%	ONCOLOGY - ORAL	IRESSA	Yes	14.50%
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	14.70%	ONCOLOGY - ORAL	JAKAFI	Yes	12.50%
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	13.50%	ONCOLOGY - ORAL	KISQALI	Yes	14.50%

GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	16.00%	ONCOLOGY - ORAL	KISQALI FEMARA	Yes	15.00%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	No	14.20%	ONCOLOGY - ORAL	KOSELUGO	Yes	13.70%
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	14.50%	ONCOLOGY - ORAL	LAPATINIB	Yes	33.00%
GROWTH HORMONE DEFICIENCY	SAIZEN	No	17.50%	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	33.00%
GROWTH HORMONE DEFICIENCY	SEROSTIM	Yes	13.50%	ONCOLOGY - ORAL	LENVIMA	Yes	14.50%
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	11.40%	ONCOLOGY - ORAL	LONSURF	Yes	12.50%
GROWTH HORMONE DEFICIENCY	ZOMACTON	No	14.70%	ONCOLOGY - ORAL	LORBRENA	Yes	11.40%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Yes	13.00%	ONCOLOGY - ORAL	LUMAKRAS	Yes	12.50%
HEMATOLOGIC	BERINERT	Yes	12.50%	ONCOLOGY - ORAL	LYNPARZA	Yes	12.20%
HEMATOLOGIC	CABLIVI	Yes	13.50%	ONCOLOGY - ORAL	MATULANE	Yes	13.00%
HEMATOLOGIC	CINRYZE	Yes	14.50%	ONCOLOGY - ORAL	MEKINIST	Yes	11.40%
HEMATOLOGIC	DOPTELET	Yes	13.50%	ONCOLOGY - ORAL	MEKTOVI	Yes	14.00%
HEMATOLOGIC	FIRAZYR	Yes	14.30%	ONCOLOGY - ORAL	MELPHALAN	No	33.00%
HEMATOLOGIC	HAEGARDA	Yes	12.50%	ONCOLOGY - ORAL	MESNEX	No	14.00%
HEMATOLOGIC	ICATIBANT	Yes	33.00%	ONCOLOGY - ORAL	NERLYNX	Yes	14.30%
HEMATOLOGIC	MOZOBIL	No	13.50%	ONCOLOGY - ORAL	NEXAVAR	Yes	12.50%
HEMATOLOGIC	MULPLETA	No	13.50%	ONCOLOGY - ORAL	NILANDRON	No	15.00%
HEMATOLOGIC	OXBRYTA	Yes	11.90%	ONCOLOGY - ORAL	NILUTAMIDE	No	40.40%
HEMATOLOGIC	PROMACTA	Yes	13.50%	ONCOLOGY - ORAL	NINLARO	No	13.50%
HEMATOLOGIC	REZUROCK	Yes	13.20%	ONCOLOGY - ORAL	NUBEQA	Yes	13.50%
HEMATOLOGIC	RUCONEST	Yes	13.20%	ONCOLOGY - ORAL	ODOMZO	No	13.80%
HEMATOLOGIC	SAJAZIR	Yes	22.80%	ONCOLOGY - ORAL	ONUREG	No	11.90%
HEMATOLOGIC	TAKHZYRO	Yes	13.50%	ONCOLOGY - ORAL	ORGOVYX	Yes	14.30%
HEMATOLOGIC	TAVALISSE	Yes	13.50%	ONCOLOGY - ORAL	PEMAZYRE	Yes	14.00%
HEMOPHILIA - INFUSED	ADVATE	No	43.20%	ONCOLOGY - ORAL	PIQRAY	No	11.90%
HEMOPHILIA - INFUSED	ADYNOVATE	No	34.10%	ONCOLOGY - ORAL	POMALYST	Yes	13.00%
HEMOPHILIA - INFUSED	AFSTYLA	No	34.00%	ONCOLOGY - ORAL	PURIXAN	No	12.50%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	No	42.00%	ONCOLOGY - ORAL	QINLOCK	Yes	14.50%
HEMOPHILIA - INFUSED	ALPHANINE SD	No	49.30%	ONCOLOGY - ORAL	RETEVMO	Yes	12.50%

HEMOPHILIA - INFUSED	ALPROLIX	No	13.50%	ONCOLOGY - ORAL	REVLIMID	Yes	14.80%
HEMOPHILIA - INFUSED	BENEFIX	No	14.50%	ONCOLOGY - ORAL	ROZLYTREK	No	15.40%
HEMOPHILIA - INFUSED	COAGADEX	Yes	30.00%	ONCOLOGY - ORAL	RUBRACA	Yes	14.50%
HEMOPHILIA - INFUSED	CORIFACT	No	27.90%	ONCOLOGY - ORAL	RYDAPT	No	15.40%
HEMOPHILIA - INFUSED	ELOCTATE	No	27.90%	ONCOLOGY - ORAL	SCEMBLIX	No	11.40%
HEMOPHILIA - INFUSED	ESPEROCT	No	22.80%	ONCOLOGY - ORAL	SPRYCEL	No	15.40%
HEMOPHILIA - INFUSED	FEIBA	No	40.20%	ONCOLOGY - ORAL	STIVARGA	Yes	11.90%
HEMOPHILIA - INFUSED	HEMOPIL M	No	44.40%	ONCOLOGY - ORAL	SUNITINIB	Yes	33.00%
HEMOPHILIA - INFUSED	HUMATE-P	No	37.10%	ONCOLOGY - ORAL	SUTENT	Yes	14.80%
HEMOPHILIA - INFUSED	IDELVION	No	13.50%	ONCOLOGY - ORAL	TABLOID	No	15.40%
HEMOPHILIA - INFUSED	IXINITY	No	13.50%	ONCOLOGY - ORAL	TABRECTA	No	12.50%
HEMOPHILIA - INFUSED	JIVI	No	22.80%	ONCOLOGY - ORAL	TAFINLAR	Yes	13.50%
HEMOPHILIA - INFUSED	KOATE	No	42.30%	ONCOLOGY - ORAL	TAGRISSO	Yes	13.50%
HEMOPHILIA - INFUSED	KOATE-DVI	No	42.30%	ONCOLOGY - ORAL	TALZENNA	Yes	13.50%
HEMOPHILIA - INFUSED	KOGENATE FS	No	47.30%	ONCOLOGY - ORAL	TARCEVA	Yes	15.30%
HEMOPHILIA - INFUSED	KOVALTRY	No	45.70%	ONCOLOGY - ORAL	TARGETIN	No	14.00%
HEMOPHILIA - INFUSED	MONONINE	No	31.40%	ONCOLOGY - ORAL	TASIGNA	Yes	13.50%
HEMOPHILIA - INFUSED	NOVOEIGHT	No	44.30%	ONCOLOGY - ORAL	TAZVERIK	Yes	13.70%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	38.30%	ONCOLOGY - ORAL	TEMODAR	No	14.80%
HEMOPHILIA - INFUSED	NUWIQ	No	48.20%	ONCOLOGY - ORAL	TEMOZOLOMIDE	No	59.20%
HEMOPHILIA - INFUSED	PROFILNINE	No	30.00%	ONCOLOGY - ORAL	TEPMETKO	Yes	12.50%
HEMOPHILIA - INFUSED	REBINYN	No	17.60%	ONCOLOGY - ORAL	THALOMID	Yes	14.80%
HEMOPHILIA - INFUSED	RECOMBINATE	No	41.30%	ONCOLOGY - ORAL	TIBSOVO	Yes	13.50%
HEMOPHILIA - INFUSED	RIXUBIS	No	13.70%	ONCOLOGY - ORAL	TRETINOIN	No	84.50%
HEMOPHILIA - INFUSED	SEVENFACT	No	22.80%	ONCOLOGY - ORAL	TRUSELTIQ	Yes	13.00%
HEMOPHILIA - INFUSED	TRETTEN	Yes	14.40%	ONCOLOGY - ORAL	TUKYSA	Yes	13.70%
HEMOPHILIA - INFUSED	VONVENDI	Yes	12.50%	ONCOLOGY - ORAL	TURALIO	Yes	14.00%
HEMOPHILIA - INFUSED	WILATE	No	42.30%	ONCOLOGY - ORAL	TYKERB	Yes	14.80%
HEMOPHILIA - INFUSED	XYNTHA	No	38.40%	ONCOLOGY - ORAL	UKONIQ	Yes	12.50%
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	12.50%	ONCOLOGY - ORAL	VENCLEXTA	Yes	12.50%
HEPATITIS B	ADEFOVIR DIPIVOXIL	No	33.00%	ONCOLOGY - ORAL	VERZENIO	Yes	15.20%
HEPATITIS B	BARACLUDE	No	13.80%	ONCOLOGY - ORAL	VITRAKVI	Yes	14.50%
HEPATITIS B	EMPAVELI	Yes	13.50%	ONCOLOGY - ORAL	VIZIMPRO	Yes	8.30%
HEPATITIS B	ENTECAVIR	No	83.50%	ONCOLOGY - ORAL	VOTRIENT	Yes	13.50%

HEPATITIS B	EPIVIR HBV	No	14.30%	ONCOLOGY - ORAL	WELIREG	Yes	13.20%
HEPATITIS B	HEPSERA	No	13.70%	ONCOLOGY - ORAL	XALKORI	Yes	11.90%
HEPATITIS B	LAMIVUDINE HBV	No	33.00%	ONCOLOGY - ORAL	XELODA	No	15.40%
HEPATITIS B	VEMLIDY	No	13.30%	ONCOLOGY - ORAL	XOSPATA	Yes	14.50%
HEPATITIS C	EPCLUSA	No	14.00%	ONCOLOGY - ORAL	XPOVIO	Yes	14.30%
HEPATITIS C	HARVONI	No	15.00%	ONCOLOGY - ORAL	XTANDI	Yes	13.50%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	No	15.00%	ONCOLOGY - ORAL	YONSA	No	15.40%
HEPATITIS C	MAVYRET	No	14.00%	ONCOLOGY - ORAL	ZEJULA	Yes	13.70%
HEPATITIS C	PEGASYS	No	16.50%	ONCOLOGY - ORAL	ZELBORAF	Yes	13.00%
HEPATITIS C	PEGINTRON	No	17.50%	ONCOLOGY - ORAL	ZOLINZA	No	14.80%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	No	14.00%	ONCOLOGY - ORAL	ZYDELIG	Yes	14.50%
HEPATITIS C	SOVALDI	No	14.00%	ONCOLOGY - ORAL	ZYKADIA	Yes	13.00%
HEPATITIS C	VIEKIRA PAK	No	13.50%	ONCOLOGY - ORAL	ZYTIGA	No	13.50%
HEPATITIS C	VOSEVI	No	14.00%	ONCOLOGY - TOPICAL	TARGRETIN	No	14.00%
HEPATITIS C	ZEPATIER	No	13.90%	ONCOLOGY - TOPICAL	VALCHLOR	Yes	9.90%
HEPATOLOGY	BYLVAY	Yes	11.40%	OPHTHALMIC	OXERVATE	Yes	12.50%
HEREDITARY ANGIOEDEMA	ORLADEYO	Yes	13.00%	OSTEOPOROSIS	FORTEO	No	13.90%
IMMUNE MODULATOR	ACTIMMUNE	Yes	14.30%	OSTEOPOROSIS	TERIPARATIDE	No	13.50%
IMMUNE MODULATOR	ARCALYST	Yes	15.00%	OSTEOPOROSIS	TYMLOS	No	13.30%
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	14.30%	PARKINSONS DISEASE	APOKYN	Yes	11.50%
IMMUNOLOGICAL AGENTS	PALFORZIA	Yes	9.40%	PARKINSONS DISEASE	INBRIJA	Yes	12.50%
IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	14.10%	PARKINSONS DISEASE	KYNMOBI	Yes	9.40%
INFERTILITY	CETROTIDE	No	17.20%	PULMONARY DISEASE	ESBRIET	Yes	13.50%
INFERTILITY	CHORIONIC GONADOTROPIN	No	69.60%	PULMONARY DISEASE	OFEV	Yes	12.50%
INFERTILITY	FOLLISTIM AQ	No	24.30%	PULMONARY HYPERTENSION	ADCIRCA	No	13.50%
INFERTILITY	GANIRELIX ACETATE	No	16.60%	PULMONARY HYPERTENSION	ADEMPAS	Yes	13.50%
INFERTILITY	GONAL-F	No	22.90%	PULMONARY HYPERTENSION	ALYQ	No	58.80%
INFERTILITY	GONAL-F RFF	No	22.90%	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	58.80%
INFERTILITY	MENOPUR	No	16.80%	PULMONARY HYPERTENSION	BOSENTAN	Yes	33.00%
INFERTILITY	NOVAREL	No	33.00%	PULMONARY HYPERTENSION	LETAIRIS	Yes	12.70%
INFERTILITY	OVIDREL	No	17.20%	PULMONARY HYPERTENSION	OPSUMIT	Yes	13.70%
INFERTILITY	PREGNYL	No	33.00%	PULMONARY HYPERTENSION	ORENITRAM	Yes	13.50%
INFLAMMATORY CONDITIONS	ACTEMRA	No	14.20%	PULMONARY HYPERTENSION	REVATIO	No	13.30%

INFLAMMATORY CONDITIONS	ADBRY	Yes	10.40%	PULMONARY HYPERTENSION	SILDENAFIL	No	95.70%
INFLAMMATORY CONDITIONS	CIBINQO	No	13.50%	PULMONARY HYPERTENSION	TADALAFIL	No	33.00%
INFLAMMATORY CONDITIONS	CIMZIA	No	15.50%	PULMONARY HYPERTENSION	TRACLEER	Yes	13.50%
INFLAMMATORY CONDITIONS	COSENTYX	No	13.50%	PULMONARY HYPERTENSION	TYVASO	Yes	13.00%
INFLAMMATORY CONDITIONS	DUPIXENT	No	14.10%	PULMONARY HYPERTENSION	UPTRAVI	Yes	14.80%
INFLAMMATORY CONDITIONS	EMFLAZA	Yes	10.90%	PULMONARY HYPERTENSION	VENTAVIS*	Yes	13.00%
INFLAMMATORY CONDITIONS	ENBREL	No	14.50%				

*Includes Nebulizer

6/2022

FINANCIAL RENEWAL AND TERMS AMENDMENT

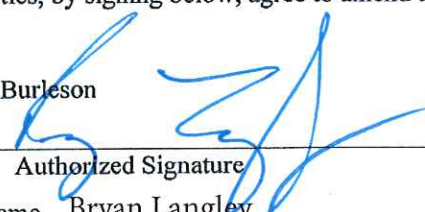
This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and City of Burleson ("Customer"), Contract No. 906435, and is effective on January 1, 2022 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City of Burleson
By 
Authorized Signature
Print Name Bryan Langley
Print Title City Manager
Date 9/7/21

United HealthCare Services, Inc.
By 
Authorized Signature
Print Name Dan Rocha
Print Title Regional Contract Manager
Date 9/14/2021

Renewal 4Q 2020

The Administrative Services Agreement is amended on the Effective Date as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

1. Effective January 1, 2022, the definition of Proprietary Business Information in Section 1 – Definitions is replaced in its entirety with the following 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 and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Customer and United, (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.

2. Effective January 1, 2022, Section 4.2 Access to Information is replaced entirely with the following:

Section 4.2 Use of Confidential Information. Neither Party may disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

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

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

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

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

EXHIBIT B - FEES

Contract Number 906435

The following financial terms are effective for the period January 1, 2022 through December 31, 2023.

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts 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.

Standard Medical Service Fees

January 1, 2022 through December 31, 2022

The Standard Medical Fees are based upon an estimated minimum of 313 enrolled Employees.

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

- \$5.44 per Employee per month covered under the Choice HSA and Choice portion(s) of the Plan.
- Average Contract Size: 2.27

January 1, 2023 through December 31, 2023

The Standard Medical Fees are based upon an estimated minimum of 313 enrolled Employees.

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

- \$4.56 per Employee per month covered under the Choice HSA and Choice portion(s) of the Plan.
- Average Contract Size: 2.27

Pharmacy Administrative Fee Credit

January 1, 2022 through December 31, 2022

- The Standard Medical Services Fees reflect a credit in the amount of \$40.93 per Employee per month.

January 1, 2023 through December 31, 2023

- The Standard Medical Services Fees reflect a credit in the amount of \$41.81 per Employee per month.

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit B. United uses Medi-Span's national drug data file as the source for Average Wholesale Price information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. United will not use two or more pricing sources simultaneously for a given claim.

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.	Fee not to exceed 24% of the gross recovery amount
Credit Balance Recovery	Fee not to exceed 10% of the gross recovery amount.

<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. 	
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. 	Fee not to exceed 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. 	Fee not to exceed 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. 	Fee not to exceed 22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries <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. 	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).
Third Party Liability (Subrogation and Injury Coverage Coordination) <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. 	Fee not to exceed 33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Shared Savings	<p>Customer will pay a fee equal to 29% of the Savings Obtained as a result of the Shared Savings Program.</p> <p>The savings used to calculate the fee per individual claim for Shared Savings will not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>

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.
Pharmacy Benefit Rebates - Termination	Pursuant to the termination section of the 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.

Communication Credit

United will provide a communication credit to help Customer mitigate costs associated with communications to Participants. The communication credit will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. If Customer terminates the Agreement prior to 12/31/2023, Customer will pay United a prorated portion of this credit.

\$10,000 Communication credit in 2022

\$10,000 Communication credit in 2023

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 12/31/2023, Customer will pay United a prorated portion of this credit.

\$30,000 Wellness allowance in 2022

\$30,000 Wellness allowance in 2023

Other

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.

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2021 through December 31, 2023 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

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

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

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

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria			01/01/2022	01/01/2023
	Combined Discount Guarantee - Standard Select/CVS Network			
	Retail Brand, Average Wholesale Price (AWP) less		20.0%	20.0%
	Retail Brand -- 90 Day Supply, AWP less		24.0%	24.0%
	Retail Generic - 30 and 90 Day Supply, AWP less		82.0%	82.0%
	Mail Order Brand, AWP less		26.2%	26.2%
	Mail Order Generic, AWP less		84.0%	84.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount of AWP by each component and adding the amounts together.			
	Dispensing Fees - Standard Select/CVS Network			
	Retail Brand - 30 Day		\$0.55	\$0.55
	Retail Brand -- 90 Day Supply		\$0.30	\$0.30
Retail Generic - 30 Day		\$0.55	\$0.55	
Retail Generic -- 90 Day Supply		\$0.30	\$0.30	

	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee (Traditional PDL)			
	Basis, per script		Brand	Brand
	Retail - 30 and 90 Day		\$228.80	\$254.90
	Mail Order		\$499.79	\$563.30
	Specialty	Included In Retail	Included In Retail	Included In Retail
	Credits and Allowances			
	Rebate Fee Credit (PEPM)		\$40.93	\$41.81
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 vaccines. • The Arrangement includes usual & customary claims, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • 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. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • 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, 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, consumer card or discount card program claims and direct member reimbursement claims.
- Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of rebates available due to the introduction of any new product (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates.

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
- if the percentage of enrolled pharmacy members with coverage access to authorized brand alternatives exceeds 10%
- 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
- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
- Specialty rebates are included in the guaranteed retail per-script rebates above.
- 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 12/31/2023, 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.
- Vaccines are excluded from the claim counts.

Credits and Allowances

- Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/202 ("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.
- 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 313 Employees and 710 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

- The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser 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.

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.

- 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.

TRRX (01/2021)

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	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. 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%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. 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.
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
- 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	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.5%	INFLAMMATORY CONDITIONS	RINVOQ	14.1%
ANEMIA	EPOGEN	13.3%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ANEMIA	PROCRIT	13.6%	INFLAMMATORY CONDITIONS	SIMPONI	14.1%
ANEMIA	RETACRIT	14.1%	INFLAMMATORY CONDITIONS	SKYRIZI	18.1%
ANTICONVULSANT	DIACOMIT	12.5%	INFLAMMATORY CONDITIONS	STELARA	14.1%
ANTICONVULSANT	EPIDIOLEX	12.5%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ANTIHYPERTENSIVE	JUXTAPID	13.2%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%
ANTI-INFECTIVE	ARIKAYCE	13.0%	INFLAMMATORY CONDITIONS	XELJANZ	14.1%
ANTI-INFECTIVE	DARAPRIM	12.5%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.1%
ANTI-INFECTIVE	PYRIMETHAMINE	12.5%	IRON OVERLOAD	DEFERASIROX	33.1%
ASTHMA	FASENRA	12.5%	IRON OVERLOAD	EXJADE	12.1%
ASTHMA	NUCALA	14.5%	IRON OVERLOAD	FERRIPROX	12.5%
CARDIOVASCULAR	NORTHERA	14.0%	IRON OVERLOAD	JADENU	13.5%
CARDIOVASCULAR	VYNDAMAX	15.2%	LIVER DISEASE	OCALIVA	15.0%
CARDIOVASCULAR	VYNDAGEL	12.5%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
CNS AGENTS	AUSTEDO	12.5%	MOOD DISORDER DRUGS	SPRAVATO	13.5%
CNS AGENTS	FIRDAPSE	10.4%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
CNS AGENTS	HETLIOZ	14.0%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
CNS AGENTS	INGREZZA	13.0%	MULTIPLE SCLEROSIS	AVONEX	14.0%
CNS AGENTS	RILUTEK	13.5%	MULTIPLE SCLEROSIS	BETASERON	14.1%
CNS AGENTS	RILUZOLE	92.6%	MULTIPLE SCLEROSIS	COPAXONE	14.7%
CNS AGENTS	RUZURGI	11.4%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	89.7%
CNS AGENTS	SABRIL	16.1%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	33.1%
CNS AGENTS	TETRABENAZINE	41.3%	MULTIPLE SCLEROSIS	EXTAVIA	14.1%
CNS AGENTS	TIGLUTIK	6.0%	MULTIPLE SCLEROSIS	GILENYA	14.0%
CNS AGENTS	VIGABATRIN	17.6%	MULTIPLE SCLEROSIS	GLATIRAMER	69.7%

CNS AGENTS	VIGADRONE	16.6%	MULTIPLE SCLEROSIS	GLATOPIA	69.1%
CNS AGENTS	XENAZINE	15.5%	MULTIPLE SCLEROSIS	MAVENCLAD	14.0%
CNS AGENTS	XYREM	6.3%	MULTIPLE SCLEROSIS	MAYZENT	12.5%
CYSTIC FIBROSIS	BETHKIS	11.4%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
CYSTIC FIBROSIS	CAYSTON	14.5%	MULTIPLE SCLEROSIS	REBIF	14.0%
CYSTIC FIBROSIS	KALYDECO	13.5%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.0%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	MULTIPLE SCLEROSIS	TECFIDERA	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	MULTIPLE SCLEROSIS	VUMERITY	12.5%
CYSTIC FIBROSIS	PULMOZYME	15.0%	NARCOLEPSY	WAKIX	13.5%
CYSTIC FIBROSIS	SYMDEKO	13.5%	NEUTROPENIA	FULPHILA	13.8%
CYSTIC FIBROSIS	TOBI	13.8%	NEUTROPENIA	GRANIX	13.8%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	NEUTROPENIA	LEUKINE	13.8%
CYSTIC FIBROSIS	TOBRAMYCIN	37.2%	NEUTROPENIA	NEULASTA	13.8%
CYSTIC FIBROSIS	TRIKAFTA	13.5%	NEUTROPENIA	NEUPOGEN	13.8%
ENDOCRINE	BUPHENYL	14.8%	NEUTROPENIA	NIVESTYM	13.8%
ENDOCRINE	CARBAGLU	7.3%	NEUTROPENIA	UDENYCA	13.8%
ENDOCRINE	CHENODAL	9.4%	NEUTROPENIA	ZARXIO	13.8%
ENDOCRINE	CLOVIQUE	33.1%	NEUTROPENIA	ZIEXTENZO	13.5%
ENDOCRINE	CUPRIMINE	14.1%	ONCOLOGY - INJECTABLE	ELIGARD	12.6%
ENDOCRINE	CYSTADANE	10.4%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
ENDOCRINE	CYSTARAN	13.0%	ONCOLOGY - INJECTABLE	LEUPROLIDE	52.7%
ENDOCRINE	DEPEN TITRATABS	14.0%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
ENDOCRINE	D-PENAMINE	13.0%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
ENDOCRINE	EGRIFTA	13.5%	ONCOLOGY - ORAL	ABIRATERONE	33.1%
ENDOCRINE	FIRMAGON	13.5%	ONCOLOGY - ORAL	AFINITOR	14.1%
ENDOCRINE	GATTEX	14.8%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.1%
ENDOCRINE	H.P. ACTHAR	13.5%	ONCOLOGY - ORAL	ALECENSA	14.1%
ENDOCRINE	ISTURISA	10.4%	ONCOLOGY - ORAL	ALKERAN	15.4%
ENDOCRINE	JYNARQUE	12.5%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
ENDOCRINE	KEVEYIS	13.0%	ONCOLOGY - ORAL	AYVAKIT	14.5%
ENDOCRINE	KORLYM	11.4%	ONCOLOGY - ORAL	BALVERSA	13.5%
ENDOCRINE	KUVAN	12.7%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
ENDOCRINE	MYALEPT	7.3%	ONCOLOGY - ORAL	BOSULIF	13.5%
ENDOCRINE	NATPARA	13.2%	ONCOLOGY - ORAL	BRAFTOVI	14.0%
ENDOCRINE	NITYR	11.9%	ONCOLOGY - ORAL	CABOMETYX	12.5%
ENDOCRINE	OCTREOTIDE ACETATE	56.8%	ONCOLOGY - ORAL	CALQUENCE	13.5%
ENDOCRINE	PENICILLAMINE	33.1%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
ENDOCRINE	PROCYSBI	7.3%	ONCOLOGY - ORAL	CAPRELSA	9.4%
ENDOCRINE	RAVICTI	15.0%	ONCOLOGY - ORAL	COMETRIQ	10.9%
ENDOCRINE	SAMSCA	13.5%	ONCOLOGY - ORAL	COPIKTRA	14.5%
ENDOCRINE	SANDOSTATIN	13.8%	ONCOLOGY - ORAL	COTELLIC	12.5%
ENDOCRINE	SIGNIFOR	7.3%	ONCOLOGY - ORAL	DAURISMO	12.5%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	ONCOLOGY - ORAL	ERIVEDGE	12.5%

ENDOCRINE	SOMATULINE DEPOT	13.5%	ONCOLOGY - ORAL	ERLEADA	13.5%
ENDOCRINE	SOMAVERT	10.6%	ONCOLOGY - ORAL	ERLOTINIB	33.1%
ENDOCRINE	SYPRINE	13.5%	ONCOLOGY - ORAL	ETOPOSIDE	33.1%
ENDOCRINE	THIOLA	11.4%	ONCOLOGY - ORAL	EVEROLIMUS	33.1%
ENDOCRINE	TOLVAPTAN	33.1%	ONCOLOGY - ORAL	FARYDAK	11.4%
ENDOCRINE	TRIENTINE	47.2%	ONCOLOGY - ORAL	GILOTRIF	7.3%
ENDOCRINE	XERMELO	13.0%	ONCOLOGY - ORAL	GLEEVEC	15.4%
ENDOCRINE	XURIDEN	12.5%	ONCOLOGY - ORAL	GLEOSTINE	15.4%
ENZYME DEFICIENCY	CHOLBAM	4.2%	ONCOLOGY - ORAL	HYCANTIN	14.8%
ENZYME DEFICIENCY	CYSTAGON	10.9%	ONCOLOGY - ORAL	IBRANCE	13.0%
ENZYME DEFICIENCY	GALAFOLD	14.0%	ONCOLOGY - ORAL	ICLUSIG	12.7%
ENZYME DEFICIENCY	MIGLUSTAT	33.1%	ONCOLOGY - ORAL	IDHIFA	14.5%
ENZYME DEFICIENCY	NITISINONE	33.1%	ONCOLOGY - ORAL	IMATINIB MESYLATE	84.6%
ENZYME DEFICIENCY	ORFADIN	2.2%	ONCOLOGY - ORAL	IMBRUVICA	14.0%
ENZYME DEFICIENCY	PALYNZIQ	11.4%	ONCOLOGY - ORAL	INLYTA	13.6%
ENZYME DEFICIENCY	STRENSIQ	11.3%	ONCOLOGY - ORAL	INREBIC	12.5%
ENZYME DEFICIENCY	SUCRAID	12.2%	ONCOLOGY - ORAL	IRESSA	14.5%
ENZYME DEFICIENCY	TEGSEDI	7.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
ENZYME DEFICIENCY	ZAVESCA	7.3%	ONCOLOGY - ORAL	KISQALI	14.5%
GAUCHERS DISEASE	CERDELGA	13.5%	ONCOLOGY - ORAL	KISQALI FEMARA	15.0%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	ONCOLOGY - ORAL	LENVIMA	14.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	ONCOLOGY - ORAL	LONSURF	12.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	ONCOLOGY - ORAL	LORBRENA	11.4%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.0%	ONCOLOGY - ORAL	LYNPARZA	12.2%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	14.2%	ONCOLOGY - ORAL	MATULANE	13.0%
GROWTH HORMONE DEFICIENCY	OMNITROPE	14.5%	ONCOLOGY - ORAL	MEKINIST	11.4%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	ONCOLOGY - ORAL	MEKTOVI	14.0%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	ONCOLOGY - ORAL	MELPHALAN	33.1%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - ORAL	MESNEX	14.0%
GROWTH HORMONE DEFICIENCY	ZORBITIVE	13.0%	ONCOLOGY - ORAL	NERLYNX	14.3%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMATOLOGIC	CABLIVI	13.5%	ONCOLOGY - ORAL	NILANDRON	15.0%
HEMATOLOGIC	CINRYZE	14.5%	ONCOLOGY - ORAL	NILUTAMIDE	27.9%
HEMATOLOGIC	DOPTELET	13.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	NUBEQA	13.5%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMATOLOGIC	ICATIBANT	13.5%	ONCOLOGY - ORAL	PEMAZYRE	14.0%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	PIQRAY	11.9%
HEMATOLOGIC	MULPLETA	13.5%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMATOLOGIC	OXBRYTA	11.9%	ONCOLOGY - ORAL	PURIXAN	12.5%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	REVLIMID	14.8%
HEMATOLOGIC	RUCONEST	13.2%	ONCOLOGY - ORAL	ROZLYTREK	15.4%
HEMATOLOGIC	TAKHZYRO	13.5%	ONCOLOGY - ORAL	RUBRACA	14.5%
HEMATOLOGIC	TAVALISSE	13.5%	ONCOLOGY - ORAL	RYDAPT	15.4%

HEMOPHILIA - INFUSED	ADVATE	43.2%	ONCOLOGY - ORAL	SPRYCEL	15.4%
HEMOPHILIA - INFUSED	ADYNOVATE	34.1%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHILIA - INFUSED	AFSTYLA	34.0%	ONCOLOGY - ORAL	SUTENT	14.8%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	42.0%	ONCOLOGY - ORAL	TABLOID	15.4%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.3%	ONCOLOGY - ORAL	TAFINLAR	13.5%
HEMOPHILIA - INFUSED	ALPROLIX	13.5%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEMOPHILIA - INFUSED	BENEFIX	14.5%	ONCOLOGY - ORAL	TALZENNA	13.5%
HEMOPHILIA - INFUSED	COAGADEX	30.0%	ONCOLOGY - ORAL	TARCEVA	15.3%
HEMOPHILIA - INFUSED	CORIFACT	27.9%	ONCOLOGY - ORAL	TARGRETIN	14.0%
HEMOPHILIA - INFUSED	ELOCTATE	27.9%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA - INFUSED	FEIBA	40.2%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEMOPHILIA - INFUSED	HEMOPIL M	44.4%	ONCOLOGY - ORAL	TEMOZOLOMIDE	51.6%
HEMOPHILIA - INFUSED	HUMATE-P	37.1%	ONCOLOGY - ORAL	THALOMID	14.8%
HEMOPHILIA - INFUSED	IDELVION	13.5%	ONCOLOGY - ORAL	TIBSOVO	13.5%
HEMOPHILIA - INFUSED	IXINITY	13.5%	ONCOLOGY - ORAL	TRETINOIN	44.2%
HEMOPHILIA - INFUSED	JIVI	22.8%	ONCOLOGY - ORAL	TUKYSA	13.7%
HEMOPHILIA - INFUSED	KOATE	42.3%	ONCOLOGY - ORAL	TURALIO	14.0%
HEMOPHILIA - INFUSED	KOATE-DVI	42.3%	ONCOLOGY - ORAL	TYKERB	14.8%
HEMOPHILIA - INFUSED	KOGENATE FS	47.3%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEMOPHILIA - INFUSED	KOVALTRY	45.7%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEMOPHILIA - INFUSED	MONONINE	31.4%	ONCOLOGY - ORAL	VITRAKVI	14.5%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	VIZIMPRO	8.3%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.3%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEMOPHILIA - INFUSED	NUWIQ	48.2%	ONCOLOGY - ORAL	XALKORI	11.9%
HEMOPHILIA - INFUSED	PROFILNINE	30.0%	ONCOLOGY - ORAL	XELODA	15.4%
HEMOPHILIA - INFUSED	REBINYN	17.6%	ONCOLOGY - ORAL	XOSPATA	14.5%
HEMOPHILIA - INFUSED	RECOMBINATE	41.3%	ONCOLOGY - ORAL	XPOVIO	14.3%
HEMOPHILIA - INFUSED	RIXUBIS	13.7%	ONCOLOGY - ORAL	XTANDI	13.5%
HEMOPHILIA - INFUSED	TRETTEN	14.4%	ONCOLOGY - ORAL	YONSA	13.5%
HEMOPHILIA - INFUSED	VONVENDI	12.5%	ONCOLOGY - ORAL	ZEJULA	13.7%
HEMOPHILIA - INFUSED	WILATE	42.3%	ONCOLOGY - ORAL	ZELBORAF	13.0%
HEMOPHILIA - INFUSED	XYNTHA	38.4%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HEMOPHILIA - INJECTABLE	HEMLIBRA	12.5%	ONCOLOGY - ORAL	ZYDELIG	14.5%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	ZYKADIA	13.0%

HEPATITIS B	BARACLUDE	13.8%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS B	ENTECAVIR	61.5%	ONCOLOGY - TOPICAL	TARGRETIN	14.0%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - TOPICAL	VALCHLOR	9.9%
HEPATITIS B	HEPSERA	13.7%	OPHTHALMIC	OXERVATE	12.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	OSTEOPOROSIS	FORTEO	13.9%
HEPATITIS B	VELMIDY	13.3%	OSTEOPOROSIS	TYMLOS	13.3%
HEPATITIS C	EPCLUSA	14.0%	PARKINSONS DISEASE	APOKYN	11.5%
HEPATITIS C	HARVONI	15.0%	PARKINSONS DISEASE	INBRIJA	9.4%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	15.0%	PULMONARY DISEASE	ESBRIET	13.5%
HEPATITIS C	MAVYRET	14.0%	PULMONARY DISEASE	OFEV	12.5%
HEPATITIS C	PEGASYS	16.5%	PULMONARY HYPERTENSION	ADCIRCA	13.5%
HEPATITIS C	PEGINTRON	17.5%	PULMONARY HYPERTENSION	ADEMPAS	13.5%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	14.0%	PULMONARY HYPERTENSION	ALYQ	58.8%
HEPATITIS C	SOVALDI	14.0%	PULMONARY HYPERTENSION	AMBRISENTAN	33.1%
HEPATITIS C	VIEKIRA PAK	13.5%	PULMONARY HYPERTENSION	BOSENTAN	33.1%
HEPATITIS C	VOSEVI	14.0%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HEPATITIS C	ZEPATIER	13.9%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
IMMUNE MODULATOR	ACTIMMUNE	14.3%	PULMONARY HYPERTENSION	ORENITRAM	13.5%
IMMUNE MODULATOR	ARCALYST	15.0%	PULMONARY HYPERTENSION	REVIATIO	13.3%
INFERTILITY	CETROTIDE	17.2%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFERTILITY	CHORIONIC GONADOTROPIN	33.1%	PULMONARY HYPERTENSION	TADALAFIL	33.1%
INFERTILITY	FOLLISTIM AQ	24.3%	PULMONARY HYPERTENSION	TRACLEER	13.5%
INFERTILITY	GANIRELIX ACETATE	15.5%	PULMONARY HYPERTENSION	TYVASO	13.0%
INFERTILITY	GONAL-F	22.9%	PULMONARY HYPERTENSION	UPTRAVI	14.8%
INFERTILITY	GONAL-F RFF	22.9%	PULMONARY HYPERTENSION	VENTAVIS*	13.0%
INFERTILITY	MENOPUR	16.8%	TRANSPLANT	ASTAGRAF XL	14.1%
INFERTILITY	NOVAREL	33.1%	TRANSPLANT	CELLCEPT	13.4%
INFERTILITY	OVIDREL	17.2%	TRANSPLANT	CYCLOSPORINE	51.8%
INFERTILITY	PREGNYL	33.1%	TRANSPLANT	CYCLOSPORINE MODIFIED	54.6%
INFLAMMATORY CONDITIONS	ACTEMRA	14.2%	TRANSPLANT	ENVARUSUS XR	13.5%
INFLAMMATORY CONDITIONS	CIMZIA	15.5%	TRANSPLANT	EVEROLIMUS	33.1%
INFLAMMATORY CONDITIONS	COSENTYX	13.5%	TRANSPLANT	GENGRAF	71.7%
INFLAMMATORY CONDITIONS	DUPIXENT	14.1%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
INFLAMMATORY CONDITIONS	EMFLAZA	10.9%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
INFLAMMATORY CONDITIONS	ENBREL	14.0%	TRANSPLANT	MYFORTIC	14.3%
INFLAMMATORY CONDITIONS	HUMIRA	15.5%	TRANSPLANT	NEORAL	23.9%

INFLAMMATORY CONDITIONS	ILUMYA	14.1%	TRANSPLANT	PROGRAF	14.1%
INFLAMMATORY CONDITIONS	KEVZARA	9.9%	TRANSPLANT	RAPAMUNE	14.3%
INFLAMMATORY CONDITIONS	KINERET	13.5%	TRANSPLANT	SANDIMMUNE	27.2%
INFLAMMATORY CONDITIONS	OLUMIANT	12.5%	TRANSPLANT	SIROLIMUS	33.1%
INFLAMMATORY CONDITIONS	ORENCIA	14.2%	TRANSPLANT	TACROLIMUS	79.1%
INFLAMMATORY CONDITIONS	OTEZLA	13.5%	TRANSPLANT	ZORTRESS	13.5%
INFLAMMATORY CONDITIONS	RIDAURA	14.1%			

*Includes Nebulizer
9/2020



Renewal Sold UAF for

City of Burleson

Issued on: August 16, 2021



United
Healthcare

UnitedHealthcare

Vision Renewal Sold UAF for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

Vision Services		VH652 New Standard	
Legal Entity		UnitedHealthcare Insurance Company (30100)	
		In Network	Out of Network
Plan Options			
Contribution	Voluntary		
Product Type	Exam with Materials		
Network Type	Standard Network		
Exam(s) Co-pay	\$10	Not Applicable	
Material Co-pay (Frames/Spectacle Lenses or Contact Lenses)	\$25	Not Applicable	
Service Frequency			
Exams/ Lenses/ Frames/Contacts	12/12/12/12		
Eye Examination			
Exam(s) (Includes additional eye exam for ages 0-12 and pregnant or breastfeeding women)	100%	Up to \$40	
Lenses			
Single Vision	100%	Up to \$40	
Lined Bifocal	100%	Up to \$60	
Lined Trifocal	100%	Up to \$80	
Lenticular	100%	Up to \$80	
Frames			
Retail Frame Allowance	Up to \$150	Up to \$45	
Discount on Frame Coverage at participating providers	30%	Not Applicable	
Elective Contact Lenses			
Covered Formulary Contacts	Up to 6 boxes	Up to \$150	
Non-Formulary Contacts	Up to \$150	Up to \$150	
Necessary Contact Lenses	100%	Up to \$210	
Lens Options			
Covered-in-full Lens Options	Polycarbonate Lenses for Children up to Age: 19 Standard Scratch Coating	Not Applicable	
Non-covered Lens Options	Price Protection available for non-covered lens options ranging from 20-60% off retail pricing at participating providers (except where not permitted by state law).		
Additional Benefit(s)			
Retinal Screening Photography for Diabetics 2nd Exam Benefit for Diabetics			
Retinal Screening Photography for Diabetics	100%	Not Applicable	
2nd Exam Benefit for Diabetics	\$10	Up to \$40	
Value Services			
Laser Vision Discount	UnitedHealthcare is proud to add value to your vision care program by offering access to discounted laser vision correction procedures through QualSight LASIK, the largest LASIK manager in the United States. Member savings represent up to 35% off the national average price of LASIK. Discounts are also provided on newer technologies such as Custom Bladeless (all laser) LASIK. Visit myuhcvision.com for more information.		
Children's and Maternity Eye Care			
Replacement Eyeglasses			
Additional eyeglass frame/lenses due to prescription change (ages 0-12 and pregnant or breastfeeding women).	Members ages 0-12 and members pregnant or breastfeeding who have a prescription change of 0.5 diopter or more are eligible for a replacement frame and lenses. The replacement benefits are the same as the benefits for the initial frame and lenses. Not applicable for Exam Core or Exam with Discounted Material Plans.		
Assumed Enrollment and Rates			
Employee	122	\$7.38	
Employee + Family	162	\$15.84	
	284		
Monthly Premium	\$3,466.44		
Annual Premium	\$41,597.28		
Participation Requirements			
No Participation Requirement			
Dependent Children Coverage	To Age 26		
Contract Basis	Fully Insured		
Benefit Period Basis	Date of Service		
Exclusions and Limitations	Standard		
Broker Commissions	0%		
Rate Guarantee	36 months		
Expiration Date	12/31/2024		
VAS Client ID	336654		
Group Policy #	00906435		

UnitedHealthcare

Vision Sold UAF for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

Lens Option Price Protection

The list below outlines the maximum out of pocket charge a member may pay for particular non-covered lens options in-network, which reflect discounts of 20% to 60% of retail charges. In some cases members may pay less! Based on state guidelines, lens materials and options may not be available at these discounted prices at all provider locations.

Type	Cost
Scratch Warranty	\$10
Tint	\$14
UV Coating	\$16
Photochromic	\$67
Tier 1 Anti-Reflective	\$30
Tier 2 Anti-Reflective	\$50
Tier 3 Anti-Reflective	\$75
Tier 4 Anti-Reflective	\$95
Roll and Polish Edges	\$13
Tier 1 Progressive	\$55
Tier 2 Progressive	\$100
Tier 3 Progressive	\$150
Tier 4 Progressive	\$200
Tier 5 Progressive	\$250
High Index < 1.66	\$53
High Index 1.66 - 1.73	\$63
Polycarbonate (\$0 for dependent children)	\$33

Prices reflected are subject to change.

UnitedHealthcare

Assumptions for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111 SIC Code.
- Rates may increase on renewal in accordance with the terms of the policy.

Vision Assumptions

This premium may include state and federal taxes and fees.

Quote assumes a complete product replacement.

Rates listed above are not included in quoted Medical rates (if applicable).

Rates listed above assume plan designs quoted. Rates may change, if plan design changes.

We reserve the right to change rates and/or plan provisions if the number of lives enrolled in any plan option offered in dual or triple choice Program (ex: labeled either as Option A, Option B or Option C), changes by more than 10% before, on, or after the effective date listed above.

The proposal assumes a dual option. This means the group can select any plan labeled as an Option (ex: Option A alongside any plan labeled as Option B or Option C) for purchase. These plans are mutually exclusive and cannot be combined in any order other than as identified above.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

UnitedHealthcare

Disclaimers for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document. Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.





Renewal Sold UAF for

CITY OF BURLESON

Issued on: August 16, 2021



United
Healthcare

UnitedHealthcare

Dental Renewal Sold UAF for CITY OF BURLESON

Effective Date: 01/01/2022 | Policy Number: 00906435

Dental Services	Passive PPO	
	2P533 CSO	
	United HealthCare Services, Inc. (20020)	
Legal Entity	Custom	
	In Network	Out of Network
Diagnostic Service		
Periodic Oral Evaluation	100%	100%
Radiographs	100%	100%
Lab and Other Diagnostic Tests	100%	100%
Preventive Services		
Dental Prophylaxis (Cleaning)	100%	100%
Fluoride Treatment	100%	100%
Sealants	100%	100%
Space Maintainers	100%	100%
Basic Services		
Restorations (Amalgams or Composite)*	80%	80%
Emergency Treatment/General Services	80%	80%
Simple Extractions	80%	80%
Oral Surgery (incl. surgical extractions)	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
Major Services		
Inlays/Onlays/Crowns	50%	50%
Dentures and Removable Prosthetics	50%	50%
Fixed Partial Dentures (Bridges)	50%	50%
TMJ	50%	50%
Implants	50%	50%
Orthodontic Services		
Orthodontia	50%	50%
Orthodontia Eligibility	Child Only (Up to Age 19)	
Deductible	\$50/\$150	\$50/\$150
Deductible applies to Prev. & Diag.	No	No
Annual Max	\$1,500	\$1,500
Lifetime Ortho Max	\$1,500	\$1,500
Lifetime TMJ Max	\$500	\$500
Waiting Period	None	
Out of Network Basis	UCR 90th	
PPO Network	Options PPO 30	
CMM-Annual Roll-Over	No	
ASO Fees	Current	Renewal
		1/1/2022-
		12/31/2024
ASO Fee PEPM	348	\$4.72
Broker Commissions		\$0.00
Total ASO Fee PEPM		\$4.72
ASO Annual Premium	\$19,710.72	\$17,330.40
Renewal Action (before commissions)		-12.08%
Renewal Action (after commissions)		-12.08%
12 month Claims Projection PEPM		\$59.58
Daily Imprest Balance (1 Day)		\$995.28
Employer Contribution	Contributory	
Participation Requirements	75% of Eligible Employees	
Dependent Children Coverage	To Age 26	
Contract Basis	ASO	
Benefit Period Basis	Calendar Year	
Exclusions and Limitations	Custom	
Broker Commissions	\$0.00 PEPM	
Rate Guarantee	36 Months	
Expiration Date	12/31/2024	
Group Policy #	00906435	

UnitedHealthcare

Assumptions for CITY OF BURLESON

Effective Date: 01/01/2022 | Policy Number: 00906435

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111.
- Rates may increase on renewal in accordance with the terms of the policy.

Dental Assumptions

Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximums are combined.

Participation in qualifying dental and vision plans must be 75 percent or greater of eligible medical employees for Packaged Savings to be activated.

* Please contact your sales representative to confirm specific plan Restorations (Amalgams or Composite) coverage.

Quote is based on total group Average Contract Size (ACS) of 2.25

Quote is based on total group of 348 Employees and 784 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes UnitedHealthcare will retain claim fiduciary responsibility.

Digital ID cards will be available on-line, upon initial enrollment, for employees enrolled in PPO, INO and Indemnity plans. Plastic ID cards will be issued, upon initial enrollment, for employees enrolled in Direct Compensation, Select Managed Care and DHMO plans.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

UnitedHealthcare

Disclaimers for CITY OF BURLESON

Effective Date: 01/01/2022 | Policy Number: 00906435

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.



UnitedHealthcare
Medical Plan Design and Fee Detail

Customer Name:	City of Burleson
Effective Date:	1/1/2020

Plan Offering
 Multiple Option with:
Plan Name
 Product
 HRA or HSA
Benefits*
 Office Copay (PCP/SPC)
 Other Copays (IP/UC/ER)
 Deductible
 Coinsurance
 Out-of-Pocket
 Pharmacy Plan (Deductible, Copays, Mail Order)

Deductible
 Coinsurance
 Out of Pocket

Lifetime Maximum
 UBH Option
 Plan Decrement

HSA Plan Current Plan	PPO Plan Current Plan
Dual Option	Dual Option
2	1
HSA Plan	PPO Plan
Choice HSA	Choice
HSA	No
Network	Network
PCP N/A, SPC N/A	PCP \$25, SPC \$50
IP N/A, UC N/A, ER N/A	IP N/A, UC \$50, ER \$250+20%
\$3000/6000	\$5000/\$10000
80%	70%
\$6000/12000	\$6850/13700
Ded. First then:\$0/35/70/200 TO 31 DAYS; \$0/70/140 90 DAYS M.O..	\$0/35/70/200. TO 31 DAYS; \$0/70/140 90 DAYS M.O..
Out of Network	Out of Network
N/A	N/A
N/A	N/A
N/A	N/A
Other	Other
Unlimited	Unlimited
Behavioral Health Solutions	Behavioral Health Solutions
1.00	1.30

ADMINISTRATION FEE DETAIL

Fee Prior to Rebates	\$47.02	\$47.02
Rx Rebate Credit	-\$32.15	-\$32.15
Total Net Quoted Fee	\$14.87	\$14.87
Second Year Fee Guarantee Prior to Rebates	\$49.37	\$49.37
Second Year Rx Rebate Credit	-\$39.08	-\$39.08
Total Net Second Year Fee Guarantee	\$10.29	\$10.29

UnitedHealthcare
ASO Administration Fee Components

Customer Name:	City of Burleson
Effective Date:	1/1/2020
Subscribers:	297
Members:	637
Average Contract Size:	2.14
Average Age/Gender Adjustment:	0.89

	Choice HSA Standard ASO Administration - Renewal	Choice Standard ASO Administration - Renewal
Administration Fee Components		
Pharmacy Fee: UHCP	Included	Included
UBH Fee: Behavioral Health Solutions	Included	Included
Optum Fees: Care 24	Not Included	Not Included
Nurseline	Included	Included
PHS 3.0 - Low	Included	Included
Spine & Joint	Included	Included
Additional Options		
Claim Fiduciary:	Not Included	Not Included
HSA Fee	N/A	N/A
HRA Fee	N/A	N/A
Third Party Stoploss Reporting	Included	Included
Subscribers	247	50
Total Administration Fee Cost (PSPM)	\$47.02	\$47.02
- Admin Fee Credit	(\$32.15)	(\$32.15)
Total NET Administration Fee Cost	\$14.87	\$14.87

Additional Services Included in our Administration Fee	Included in Quote
Wellness Budget	YES: \$20,000
Communications Bu	YES: \$10000
Reporting Budget	NO
Implementation Bud	NO
Auditing Budget	NO
Expanded eCR Rep	NO
Expanded eCR Rep	NO

Assumptions

The quote is based on the following assumptions. Changes to these assumptions may result in an adjustment to the rates or revocation of the quote. Please refer to the Financial Commentary for further assumptions.

- Rates are guaranteed for the contract period of 1/1/20 through 12/31/20.
- UnitedHealthcare is the only carrier offered.
- **No carrier with a competing network or affiliated with an entity with a competing network may write Stop Loss coverage (individual or aggregate) on top of a UnitedHealthcare network.**
- Quote assumes 297 subscribers 637 members and an average contract size of 2.14. UnitedHealthcare reserves the right to adjust the rates if the enrollment at issue varies by +/- 10% from the submitted census.
- Employer contributes a minimum of 75% toward the employee only costs and 50% toward the dependent costs.
- UnitedHealthcare reserves the right to adjust rates in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in Plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the Plan Sponsor; (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our policy.
- This quote assumes that UnitedHealthcare retains 100% of Rx Rebates. It also assumes the United Rx National Network is used; the Traditional Preferred Drug list (PDL); and the plan design is Closed.
- Please refer to the ASO Medical Plan Exhibit for plan design overviews and the ASO Administration Fee Components exhibit for additional programs included in the administration fee.
- Packaged Savings does not apply.
- Quote does not include commissions.
- Administration fee includes 3 benefit plans and a maximum of 25 claim accounts.
- Quote does not include Facility Discount Program. Quote includes Shared Savings Program. When a non-UHC network is accessed to obtain medical savings, 29% of network savings will be billed.
- Quote includes Advanced Analytics and Recovery Service.
- A signed Administrative Service Agreement must be submitted prior to the effective date of our claim processing services. The effective date may be delayed if the Agreement is not signed.
- If the arrangement is terminated by the group during the implementation phase, implementation costs incurred by UnitedHealthcare will be the responsibility of the group.
- UnitedHealthcare reserves the right to adjust the rates if an award is not made within 90 days of the issuance of this quotation.
- Our quotation excludes the processing of runout claims upon the termination of our contract. We will complete the processing of runout claims for six months following the termination of our contract for an additional fee. The charge for processing run-out claims is equal to the administration fee at the time of cancellation times the average subscribers for the last 3 months times two. If the group terminates their contract at the end of the first year, a matured administration fee will be used as the basis for the runout claim fee. UnitedHealthcare will only process run-out claims if City of Burleson is current with all premium and fee obligations.
- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA PCORI reinsurance fee which is remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in our Administrative Service Agreement.
- If awarded this business, UnitedHealthcare, on your behalf and under your employer identification number, will open and maintain a bank account to provide us the means to access your funds for the sole purpose of payment of Plan benefits, expenses, and taxes/fees. You agree to hold UnitedHealthcare harmless for any and all federal, state, local or other governmental demand, charge or tax (by whatever name) assessed against or imposed upon UnitedHealthcare arising out of the administration of the plan.
- Individual Stop Loss Experience Refund Endorsement is available at an additional cost.

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees) and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to Customer's Service Fees in accordance with the arrangements set forth below unless otherwise noted.

Unless otherwise specified, these arrangements apply to pharmacy benefits and are effective for the period beginning 01/01/2020 and ending on 12/31/2021 (each twelve month period is a "Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

The arrangements will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date the Agreement is signed by both parties. In the event these arrangements become effective later than the effective date of the Guarantee Period the arrangements will commence with the Agreement Period during which the 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 provided that this Agreement remains in force, United may specify to Customer in writing new arrangements for the subsequent Guarantee Period. If United specifies new arrangements, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria		01/01/2020	01/01/2021
	Combined Discount Guarantee - Standard/CVS Network		
	Retail Brand, Average Wholesale Price (AWP) less	19.7%	19.8%
	Retail Brand -- 90 Day Supply, AWP less	24.0%	24.2%
	Retail Generic - 30 and 90 Day Supply, AWP less	77.8%	78.0%
	Mail Order Brand, AWP less	26.2%	26.3%
	Mail Order Generic, AWP less	79.8%	80.0%
	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/CVS Network		
	Retail Brand - 30 Day	\$0.68	\$0.66
	Retail Brand -- 90 Day Supply	\$0.43	\$0.41
	Retail Generic - 30 Day	\$0.68	\$0.66
	Retail Generic -- 90 Day Supply	\$0.43	\$0.41
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
Fees			
Administrative Fee Credit (PEPM)	\$32.15	\$39.08	
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.		

<p>Conditions</p> <p>TRRX (04/2019)</p>	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based onsavings 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 all specially drugs, 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 non-drug items. • The Arrangement includes usual & customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter 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 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: HIV. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • if 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 <p>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.</p> <ul style="list-style-type: none"> • If Customer terminates pharmacy benefit services with United prior to 12/31/2021, 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: HIV. <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order 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. • A minimum of 267 Employees and 573 Participants enrolled in the pharmacy plan is required. • 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. • 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.
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1/1/2019

Deidre Hall
City of Burleson
141 W Renfro Street
Burleson, TX 76028

RE: 1/1/2019 Financial Renewal under the Administrative Services Agreement (ASA) between United HealthCare Services, Inc. and City of Burleson

Dear Deidre:

This letter is confirmation of your Financial Renewal per the attached documents.

Please feel free to contact me at 952/406-3734 with any questions regarding the attachments. Please file this letter and its attachments with your ASA.

Thank you,

A handwritten signature in black ink that reads "Dan Rocha".

Dan Rocha
Regional Contract Manager
Attachments: Exhibit B and C

Renewal 3Q 2016

The Administrative Services Agreement is amended on 1/1/2019 as noted below.

EXHIBIT B

Contract Number 906435

The following financial terms are effective for the period 1/1/2019 through 12/31/2019.

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

The Standard Medical Service Fees are as stated below. 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. The Standard Medical Fees are based upon an estimated minimum of 281 enrolled Employees.

\$17.09 per Employee per month covered under the Choice Plus HSA portion of the Plan.

\$16.86 per Employee per month covered under the Choice portion of the Plan

Average Contract Size: 2.42

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit __. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$28.79 pepm.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Shared Savings Program	<p>Customer will pay a fee equal to 29% of the Savings Obtained as a result of the Shared Savings Program.</p> <p>The savings used to calculate the fee per individual claim for Shared Savings shall not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>

Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Standard Dental Administrative Service Fees	The Standard Dental Service Fees are the sum of \$4.72 per Employee per month c Average Contract Size: 2.30

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer's 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. This credit is available during the first year. To qualify for this allowance, Customer's enrollment with United must exceed 281 Employees. If Customer terminates the Agreement prior to 12/31/2019, Customer will pay United a prorated portion of the total credit (the sum of all the years in which a credit has been paid).

\$20,000 Wellness allowance In 2019

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period 1/1/2019 through 12/31/2019 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are 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 its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

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

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

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria	01/01/2019	01/01/2020	01/01/2021	
	Combined Discount Guarantee - Standard/CVS Network			
	Retail Brand, Average Wholesale Price (AWP) less	19.5%	19.7%	19.8%
	Retail Brand -- 90 Day Supply, AWP less	23.8%	24.0%	24.2%
	Retail Generic - 30 and 90 Day, AWP less	77.6%	77.8%	78.0%
	Mail Order Brand, AWP less	26.5%	26.2%	26.3%
	Mail Order Generic, AWP less	79.6%	79.8%	80.0%
	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/CVS Network			
	Retail Brand - 30 Day	\$0.70	\$0.68	\$0.66
	Retail Brand -- 90 Day Supply	\$0.45	\$0.43	\$0.41
	Retail Generic - 30 Day	\$0.70	\$0.68	\$0.66
Retail Generic -- 90 Day Supply	\$0.45	\$0.43	\$0.41	

	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fees			
	Administrative Fee Credit (PEPM)	\$28.79	\$32.15	\$39.08
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.			
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail 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 all specialty drugs, 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 non-drug items. • The Arrangement includes usual & customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter 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 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • 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 12/31/2021, 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. <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order 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. 			

TRRX (02/2018)	<ul style="list-style-type: none"> • A minimum of 253 Employees and 613 Participants enrolled in the pharmacy plan is required. • 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. • 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.
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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				
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
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. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark 				
Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.2%	HIV	TENOFOVIR	14.3%
ANEMIA	EPOGEN	13.3%	HIV	TIVICAY	12.5%
ANEMIA	PROCRIT	13.6%	HIV	TRIUMEQ	13.9%

ANTIHYPERLIPIDEMIC	JUXTAPID	13.0%	HIV	TRIZIVIR	14.3%
ANTIHYPERLIPIDEMIC	KYNAMRO	11.4%	HIV	TRUVADA	14.1%
ANTIHYPERLIPIDEMIC	PRALUENT	13.5%	HIV	TYBOST	13.5%
ANTIHYPERLIPIDEMIC	REPATHA	13.8%	HIV	VIDEX	14.3%
ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	VIDEX EC	14.3%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	VIRACEPT	14.3%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIRAMUNE	14.3%
CNS AGENTS	SABRIL	14.3%	HIV	VIRAMUNE XR	14.3%
CNS AGENTS	TETRABENAZINE	33.1%	HIV	VIREAD	14.3%
CNS AGENTS	VIGABATRIN	14.3%	HIV	ZERIT	14.3%
CNS AGENTS	XENAZINE	14.5%	HIV	ZIAGEN	14.3%
CNS AGENTS	XYREM	5.5%	HIV	ZIDOVUDINE	33.1%
CYSTIC FIBROSIS	BETHKIS	11.4%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	CAYSTON	13.7%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	KALYDECO	11.8%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	INFERTILITY	CETROTIDE	14.3%
CYSTIC FIBROSIS	ORKAMBI	13.5%	INFERTILITY	CHORIONIC GONADOTROPIN	22.8%
CYSTIC FIBROSIS	PULMOZYME	15.0%	INFERTILITY	FOLLISTIM AQ	13.2%
CYSTIC FIBROSIS	TOBI	13.8%	INFERTILITY	GANIRELIX ACETATE	10.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	INFERTILITY	GONAL-F	22.8%
CYSTIC FIBROSIS	TOBRAMYCIN	33.1%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	NOVAREL	13.5%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	OVIDREL	14.3%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	PREGNYL	14.5%
ENDOCRINE	CYSTADANE	10.4%	INFLAMMATORY CONDITIONS	ACTEMRA	14.1%
ENDOCRINE	CYSTARAN	13.0%	INFLAMMATORY CONDITIONS	CIMZIA	13.5%
ENDOCRINE	DEPEN TITRATABS	14.0%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	EGRIFTA	13.5%	INFLAMMATORY CONDITIONS	DUPIXENT	14.1%
ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	EMFLAZA	10.4%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	ENBREL	13.7%
ENDOCRINE	H.P. ACTHAR	12.0%	INFLAMMATORY CONDITIONS	HUMIRA	14.9%
ENDOCRINE	KEVEYIS	13.0%	INFLAMMATORY CONDITIONS	KEVZARA	9.9%
ENDOCRINE	KORLYM	9.4%	INFLAMMATORY CONDITIONS	KINERET	13.2%
ENDOCRINE	KUVAN	12.7%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	SILIQ	12.5%
ENDOCRINE	NITYR	11.7%	INFLAMMATORY CONDITIONS	SIMPONI	13.5%
ENDOCRINE	OCTREOTIDE ACETATE	33.1%	INFLAMMATORY CONDITIONS	STELARA	12.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ENDOCRINE	RAVICTI	11.9%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%

ENDOCRINE	SAMSCA	13.5%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	SANDOSTATIN	13.8%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	SIGNIFOR	7.9%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SOMATULINE DEPOT	13.5%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SOMAVERT	10.6%	LIVER DISEASE	OCALIVA	14.5%
ENDOCRINE	SYPRINE	12.7%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
ENDOCRINE	THIOLA	11.4%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	XERMELO	12.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	XURIDEN	12.5%	MULTIPLE SCLEROSIS	AVONEX	13.5%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	BETASERON	13.9%
ENZYME DEFICIENCY	ORFADIN	2.2%	MULTIPLE SCLEROSIS	COPAXONE	13.9%
ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	EXTAVIA	13.5%
ENZYME DEFICIENCY	SUCRAID	12.2%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	GLATIRAMER	33.1%
GAUCHERS DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	GLATOPA	33.1%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	MULTIPLE SCLEROSIS	REBIF	13.7%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.7%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	15.7%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	13.9%	MULTIPLE SCLEROSIS	ZINBRYTA	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	13.9%	NEUTROPENIA	GRANIX	13.8%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.9%	NEUTROPENIA	LEUKINE	13.8%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	NEUTROPENIA	NEULASTA	13.8%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	NEUTROPENIA	NEUPOGEN	13.8%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	NEUTROPENIA	ZARXIO	13.8%
GROWTH HORMONE DEFICIENCY	ZORBIVIVE	13.0%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	AFINITOR	13.5%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	13.5%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	ALECENSA	13.9%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
HEMOPHILIA	ADVATE	41.0%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMOPHILIA	ADYNOVATE	32.0%	ONCOLOGY - ORAL	CABOMETYX	11.4%
HEMOPHILIA	AFSTYLA	34.0%	ONCOLOGY - ORAL	CALQUENCE	13.5%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	42.0%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
HEMOPHILIA	ALPHANINE SD	47.2%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	COMETRIQ	10.6%

HEMOPHILIA	BEBULIN	20.7%	ONCOLOGY - ORAL	COTELLIC	12.5%
HEMOPHILIA	BENEFIX	13.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	FARYDAK	11.4%
HEMOPHILIA	CORIFACT	27.9%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	ELOCTATE	25.1%	ONCOLOGY - ORAL	GLEEVEC	15.1%
HEMOPHILIA	FEIBA	35.1%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
HEMOPHILIA	HELIXATE FS	41.5%	ONCOLOGY - ORAL	IBRANCE	13.0%
HEMOPHILIA	HEMLIBRA	12.5%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHILIA	HEMOFIL M	43.4%	ONCOLOGY - ORAL	IDHIFA	14.5%
HEMOPHILIA	HUMATE-P	37.0%	ONCOLOGY - ORAL	IMATINIB MESYLATE	39.2%
HEMOPHILIA	IDELVION	13.5%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHILIA	IXINITY	13.5%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHILIA	KOATE	42.3%	ONCOLOGY - ORAL	IRESSA	13.5%
HEMOPHILIA	KOATE-DVI	42.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHILIA	KOGENATE FS	45.1%	ONCOLOGY - ORAL	KISQALI	14.5%
HEMOPHILIA	KOVALTRY	35.1%	ONCOLOGY - ORAL	KISQALI FEMARA	14.5%
HEMOPHILIA	MONOCLATE-P	43.9%	ONCOLOGY - ORAL	LENVIMA	13.5%
HEMOPHILIA	MONONINE	31.4%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHILIA	NOVOEIGHT	41.8%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHILIA	NOVOSEVEN RT	33.7%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMOPHILIA	NUWIQ	36.1%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHILIA	PROFILNINE	34.1%	ONCOLOGY - ORAL	MELPHALAN	33.1%
HEMOPHILIA	PROFILNINE SD	34.1%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMOPHILIA	RECOMBINATE	40.2%	ONCOLOGY - ORAL	NERLYNX	14.0%
HEMOPHILIA	RIXUBIS	13.7%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHILIA	TRETTEN	12.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHILIA	VONVENDI	11.9%	ONCOLOGY - ORAL	ODOMZO	13.5%
HEMOPHILIA	WILATE	36.1%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA	XYNTHA	38.4%	ONCOLOGY - ORAL	REVLIMID	11.4%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	RUBRACA	13.5%
HEPATITIS B	BARACLUDE	13.5%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEPATITIS B	ENTECAVIR	33.1%	ONCOLOGY - ORAL	SPRYCEL	14.8%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEPATITIS B	HEPSERA	13.5%	ONCOLOGY - ORAL	SUTENT	13.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	TAGRISSEO	13.5%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	TARGETIN	13.8%
HEPATITIS C	EPCLUSA	13.5%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEPATITIS C	HARVONI	14.8%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEPATITIS C	MAVYRET	14.0%	ONCOLOGY - ORAL	TEMOZOLOMIDE	33.1%
HEPATITIS C	OLYSIO	14.1%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	TRETINOIN	33.1%
HEPATITIS C	PEGINTRON	17.5%	ONCOLOGY - ORAL	TYKERB	14.8%
HEPATITIS C	SOVALDI	13.8%	ONCOLOGY - ORAL	VENCLEXTA	13.5%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEPATITIS C	VIEKIRA XR	13.5%	ONCOLOGY - ORAL	XALKORI	11.9%

HEPATITIS C	VOSEVI	13.5%	ONCOLOGY - ORAL	XELODA	13.8%
HEPATITIS C	ZEPATIER	13.7%	ONCOLOGY - ORAL	XTANDI	13.5%
HIV	ABACAVIR	52.0%	ONCOLOGY - ORAL	ZEJULA	13.5%
HIV	ABACAVIR SULFATE/LAMIVUDINE/ZIDOVUDINE	35.1%	ONCOLOGY - ORAL	ZELBORAF	12.7%
HIV	ABACAVIR/LAMIVUDINE	35.1%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HIV	APTIVUS	14.3%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HIV	ATRIPLA	13.9%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HIV	COMBIVIR	14.3%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HIV	COMPLERA	13.9%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HIV	CRIXIVAN	14.3%	OSTEOPOROSIS	FORTEO	13.5%
HIV	DESCOVY	14.1%	OSTEOPOROSIS	TYMLOS	13.3%
HIV	DIDANOSINE	47.0%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	EDURANT	13.9%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	EFAVIRENZ	14.3%	PULMONARY DISEASE	OFEV	12.5%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	EPIVIR	14.3%	PULMONARY HYPERTENSION	ADEMPAS	12.5%
HIV	EPZICOM	13.6%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	FOSAMPRENAVIR	33.1%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	REVATIO	10.9%
HIV	GENVOYA	13.9%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	33.1%
HIV	INTELENCE	13.5%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	INVIRASE	14.3%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	ISENTRESS	11.7%	PULMONARY HYPERTENSION	UPTRAVI	12.5%
HIV	ISENTRESS HD	11.7%	PULMONARY HYPERTENSION	VENTAVIS*	+10.4%
HIV	KALETRA	14.3%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	LAMIVUDINE	33.1%	TRANSPLANT	CELLCEPT	13.2%
HIV	LAMIVUDINE/ZIDOVUDINE	55.6%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	LEXIVA	14.3%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	NEVIRAPINE	98.4%	TRANSPLANT	ENVARUS XR	13.5%
HIV	NEVIRAPINE ER	33.1%	TRANSPLANT	GENGRAF	33.1%
HIV	NORVIR	14.3%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
HIV	ODEFSEY	14.1%	TRANSPLANT	MYCOPHENOLIC ACID	33.1%
HIV	PREZCOBIX	13.5%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
HIV	PREZISTA	14.3%	TRANSPLANT	MYFORTIC	14.3%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	NEORAL	23.9%
HIV	RETROVIR	14.3%	TRANSPLANT	PROGRAF	13.9%
HIV	REYATAZ	13.9%	TRANSPLANT	RAPAMUNE	14.3%
HIV	SELZENTRY	13.5%	TRANSPLANT	SANDIMMUNE	27.1%
HIV	STAVUDINE	85.7%	TRANSPLANT	SIROLIMUS	33.1%
HIV	STRIBILD	13.0%	TRANSPLANT	TACROLIMUS	33.1%
HIV	SUSTIVA	14.3%	TRANSPLANT	ZORTRESS	13.5%



A Renewal for

CITY OF BURLESON

Issued on: September 19, 2018



Dental Services	Passive PPO 2P533 CS0	
Legal Entity	United HealthCare Services, Inc. (20020) Custom	
	In Network	Out of Network
Diagnostic Service		
Periodic Oral Evaluation	100%	100%
Radiographs	100%	100%
Lab and Other Diagnostic Tests	100%	100%
Preventive Services		
Dental Prophylaxis (Cleaning)	100%	100%
Fluoride Treatment	100%	100%
Sealants	100%	100%
Space Maintainers	100%	100%
Basic Services		
Restorations (Amalgams or Composite)*	80%	80%
Emergency Treatment/General Services	80%	80%
Simple Extractions	80%	80%
Oral Surgery (incl. surgical extractions)	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
Major Services		
Inlays/Onlays/Crowns	50%	50%
Dentures and Removable Prosthetics	50%	50%
Fixed Partial Dentures (Bridges)	50%	50%
TMJ	50%	50%
Implants	50%	50%
Orthodontic Services		
Orthodontia	50%	50%
Orthodontia Eligibility	Child Only (Up to Age 19)	
Deductible	\$50/\$150	\$50/\$150
Deductible applies to Prev. & Diag.	No	No
Annual Max	\$1,500	\$1,500
Lifetime Ortho Max	\$1,500	\$1,500
Lifetime TMJ Max	\$500	\$500
Waiting Period	None	
Out of Network Basis	UCR 90th	
PPO Network	Options PPO 30	
CMM—Annual Roll-Over	No	
ASO Fees	Current	Renewal
ASO Fee PEPM	315	\$5.04
Broker Commissions	\$0.00	\$4.72
Total ASO Fee PEPM	\$5.04	\$0.00
ASO Annual Premium	\$19,051.20	\$17,841.60
Renewal Action	-6.3%	
12 month Claims Projection PEPM	\$60.69	
Daily Imprest Balance (1 Day)	\$917.67	
Employer Contribution	Contributory	
Participation Requirements	75% of Eligible Employees	
Dependent Children Coverage	To Age 26	
Contract Basis	ASO	
Benefit Period Basis	Calendar Year	
Exclusions and Limitations	Custom	
Broker Commissions	\$0.00 PEPM	
Rate Guarantee	36 Months	
Expiration Date	12/31/2021	
Group Policy #	00906435	

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111.
- Rates may increase on renewal in accordance with the terms of the policy.

Dental Assumptions

Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximums are combined.

Participation in qualifying dental and vision plans must be 75 percent or greater of eligible medical employees for Packaged Savings to be activated.

* Please contact your sales representative to confirm specific plan Restorations (Amalgams or Composite) coverage.

Quote is based on Average Contract Size (ACS) of 2.30

Quote is based on 315 Employees and 724 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes CITY OF BURLESON will retain claim fiduciary responsibility.

Fees are guaranteed for 36-months. A rate cap of 5% is being offered for years 4 & 5.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.



A Renewal for
City of Burleson

Issued on: September 19, 2018



Vision Services		F2814 Custom	
Legal Entity	UnitedHealthcare Insurance Company (30100)		
	In Network	Out of Network	
Plan Options	Voluntary		
Contribution	Exam with Materials		
Product Type	Standard Network		
Network Type			
Exam Co-pay	\$10	Not Applicable	
Material Co-pay (Frames/Spectacle Lenses or Contact Lenses)	\$25	Not Applicable	
Service Frequency Exams/ Lenses/ Frames/Contacts	12/12/24/12		
Eye Examination			
Exam	100%	Up to \$40	
Lenses			
Single Vision	100%	Up to \$40	
Lined Bifocal	100%	Up to \$60	
Lined Trifocal	100%	Up to \$80	
Lenticular	100%	Up to \$80	
Frames			
Retail Frame Allowance	Up to \$130	Up to \$45	
Discount on Frame Coverage at participating providers	30%	Not Applicable	
Elective Contact Lenses			
Covered Selection Contacts	Up to 4 boxes	Up to \$105	
Non-Selection Contacts	Up to \$105	Up to \$105	
Necessary Contact Lenses	100%	Up to \$210	
Lens Options			
Covered-in-full Lens Options	Standard Scratch Coating; Polycarbonate Lenses for Children up to Age: 19	Not Applicable	
Non-covered Lens Options	Price Protection available for non-covered lens options ranging from 20-60% off retail pricing at participating providers (except where not permitted by state law).		
Additional Benefit(s)			
Retinal Screening Photography for Diabetics 2nd Exam Benefit for Diabetics	100%	Not Applicable	
	\$10	\$40	
Value Services			
Laser Vision Discount	UnitedHealthcare is proud to add value to your vision care program by offering access to discounted laser vision correction procedures through Laser Vision Network of America (LVNA). Members receive a discount of 15% off standard prices or 5% off promotional prices with any in-network surgeon.		
Assumed Enrollment and Rates	Current	Renewal	
Employee	92	\$6.12	\$6.12
Employee + Family	147	\$13.15	\$13.15
	239		
Monthly Premium	\$2,496.09	\$2,496.09	
Annual Premium	\$29,953.08	\$29,953.08	
Renewal Action	0.0%		
Participation Requirements	No Participation Requirement		
Dependent Children Coverage	To Age 26		
Contract Basis	Fully Insured		
Benefit Period Basis	Date of Service		
Exclusions and Limitations	Standard		
Broker Commissions	0%		
Rate Guarantee	36 months		
Expiration Date	12/31/2021		
VAS Client ID	336654		
Group Policy #	00906435		

Lens Option Price Protection

The list below outlines the maximum out of pocket charge a member may pay for particular non-covered lens options in-network, which reflect discounts of 20 to 60% of retail charges. In some cases members may pay less! Based on state guidelines, lens materials and options may not be available at these discounted prices at all provider locations.

Type	Cost
Scratch Warranty	\$10
Tint	\$14
UV Coating	\$16
Photochromic	\$67
Standard Anti-Reflective Coating	\$40
Premium Anti-Reflective Coating	\$80
Platinum Anti-Reflective Coating	\$90
Roll and Polish Edges	\$13
Standard Progressive	\$70
Deluxe Progressive	\$110
Premium Progressive	\$150
Platinum Progressive	\$250
High Index < 1.66	\$53
High Index 1.66 - 1.73	\$63
Polycarbonate (\$0 for dependent children)	\$33

Prices reflected are subject to change.

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111 SIC Code.
- Rates may increase on renewal in accordance with the terms of the policy.

Vision Assumptions

This premium may include state and federal taxes and fees.

Quote assumes a complete product replacement.

Rates listed above are not included in quoted Medical rates (if applicable).

Rates listed above assume plan designs quoted. Rates may change, if plan design changes.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

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January 29, 2018

Deidre Hall
City of Burleson
141 W. Renfro Street
Burleson, TX 76028

RE: January 1, 2018 Financial Renewal under the Administrative Services Agreement (ASA) between United HealthCare Services, Inc. and City of Burleson

Dear Ms. Hall:

This letter is confirmation of your Financial Renewal per the attached documents.

Please feel free to contact me at 973/849-1690 with any questions regarding the attachments. Please file this letter and its attachments with your ASA.

Thank you,

A handwritten signature in blue ink, appearing to read "Tammy Johnson".

Tammy Johnson
Regional Contract Manager

Attachments:

Renewal 4Q 2017

The Administrative Services Agreement is amended on January 1, 2018 as noted below.

EXHIBIT B - FEES

Contract Number 906435

The following financial terms are effective for the period January 1, 2018 through December 31, 2019.

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

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts 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.

Standard Medical Service Fees

The Standard Medical Fees are based upon an estimated minimum of 277 enrolled Employees.

Effective January 1, 2018 through December 31, 2018

\$25.73 per Employee per month covered under the Unitedhealthcare Choice Plus HSA portion of the Plan.

\$25.50 per Employee per month covered under the Unitedhealthcare Choice Plus portion of the Plan.

Effective January 1, 2019 through December 31, 2019

\$22.93 per Employee per month covered under the Unitedhealthcare Choice Plus HSA portion of the Plan.

\$22.69 per Employee per month covered under the Unitedhealthcare Choice Plus portion of the Plan.

Average Contract Size: 2.37

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$17.25 per Employee per month in 2018.

The Standard Medical Services Fees reflect a credit in the amount of \$21.77 per Employee per month in 2019.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Shared Savings Program	Customer will pay a fee equal to 29% of the Savings Obtained as a result of the Shared Savings Program.

	<p>The savings used to calculate the fee per individual claim for Shared Savings will not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.

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 December 31, 2018, Customer will pay United a prorated portion of this credit.

\$10,000 Wellness allowance in 2018.

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period January 1, 2018 through December 31, 2018 (“Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

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

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

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

Effective January 1, 2018 through December 31, 2019. Each twelve month period is a “Guarantee Period”.

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria			01/01/2018	01/01/2019
	Combined Discount Guarantee - Standard/CVS Network			
	Retail Brand, Average Wholesale Price (AWP) less		18.8%	18.8%
	Retail Brand -- 90 Day Supply, AWP less		24.0%	24.0%
	Retail Generic - 30 and 90 Day, AWP less		77.5%	78.3%
	Mail Order Brand, AWP less		24.8%	24.9%
	Mail Order Generic, AWP less		76.6%	77.0%
	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/CVS Network			
	Retail Brand		\$0.75	\$0.75

	Retail Brand -- 90 Day Supply	\$0.50	\$0.50
	Retail Generic	\$0.75	\$0.75
	Retail Generic -- 90 Day Supply	\$0.50	\$0.50
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Fees		
	Administrative Fee Credit (PEPM)	\$17.25	\$21.77
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount -- Discounts	The amount the actual discounts are less than the combined contracted 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 are less than the combined guaranteed Rebate amount.		
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail 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 all specialty drugs, 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 non-drug items. • The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL 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 • Specialty rebates are included in the guaranteed retail per-script rebates above. • 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. These administrative fees are included in the guaranteed per-script rebates above. <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and 		

TRRX (05/2015)	<p>Customer's payment for a prescription drug product or service.</p> <ul style="list-style-type: none"> • A minimum of 237 Employees and 544 Participants enrolled in the pharmacy plan is required. • 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 and a mail benefit design as applicable to the historical data provided for the purpose of this cost proposal. All rates and fees are subject to change otherwise. • 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.
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Effective January 1, 2018 through December 31, 2018

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.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark.

Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	13.0%	HIV	STAVUDINE	33.1%
ANEMIA	EPOGEN	13.2%	HIV	STRIBILD	13.0%
ANEMIA	PROCRIT	13.6%	HIV	SUSTIVA	14.2%
ANTIHYPERLIPIDEMIC	JUXTAPID	14.2%	HIV	TIVICAY	12.5%
ANTIHYPERLIPIDEMIC	KYNAMRO	11.4%	HIV	TRIUMEQ	13.9%
ANTIHYPERLIPIDEMIC	PRALUENT	13.5%	HIV	TRIZIVIR	14.2%
ANTIHYPERLIPIDEMIC	REPATHA	13.8%	HIV	TRUVADA	13.4%
ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	TYBOST	13.5%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	VIDEX	14.3%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIDEX EC	14.3%
CNS AGENTS	SABRIL	14.3%	HIV	VIRACEPT	14.2%
CNS AGENTS	TETRABENZIN	14.5%	HIV	VIRAMUNE	14.2%
CNS AGENTS	XENAZINE	14.5%	HIV	VIRAMUNE XR	14.2%
CNS AGENTS	XYREM	5.5%	HIV	VIREAD	14.2%
CYSTIC FIBROSIS	BETHKIS	11.4%	HIV	ZERIT	14.3%
CYSTIC FIBROSIS	CAYSTON	14.0%	HIV	ZIAGEN	14.2%
CYSTIC FIBROSIS	KALYDECO	11.8%	HIV	ZIDOVUDINE	33.1%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	PULMOZYME	13.5%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	TOBI	13.5%	INFERTILITY	CETROTIDE	13.5%
CYSTIC FIBROSIS	TOBI PODHALER	13.5%	INFERTILITY	CHORIONIC GONADOTROPIN	14.5%
CYSTIC FIBROSIS	TOBRAMYCIN	33.1%	INFERTILITY	FOLLISTIM AQ	13.2%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	GANIRELIX ACETATE	10.0%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	GONAL-F	22.8%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CYSTADANE	10.4%	INFERTILITY	NOVAREL	13.5%
ENDOCRINE	CYSTARAN	13.0%	INFERTILITY	OVIDREL	13.5%
ENDOCRINE	EGRIFTA	13.5%	INFERTILITY	PREGNYL	13.5%

ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	ACTEMRA	13.5%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	CIMZIA	13.5%
ENDOCRINE	H.P. ACTHAR	13.5%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	KEVEYIS	10.9%	INFLAMMATORY CONDITIONS	ENBREL	12.4%
ENDOCRINE	KORLYM	11.4%	INFLAMMATORY CONDITIONS	HUMIRA	14.6%
ENDOCRINE	KUVAN	12.7%	INFLAMMATORY CONDITIONS	KINERET	13.5%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	OCTREOTIDE ACETATE	33.1%	INFLAMMATORY CONDITIONS	SIMPONI	13.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	STELARA	11.7%
ENDOCRINE	RAVICTI	11.9%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ENDOCRINE	SAMSCA	13.5%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	SANDOSTATIN	13.7%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	SIGNIFOR	7.9%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SODIUM PHENYLBUTYRATE	33.1%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SOMATULINE DEPOT	13.5%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SOMAVERT	10.6%	LIVER DISEASE	OCALIVA	14.5%
ENDOCRINE	SYPRINE	12.7%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	THIOLA	11.4%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	XURIDEN	12.5%	MULTIPLE SCLEROSIS	AVONEX	12.2%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	BETASERON	13.5%
ENZYME DEFICIENCY	ORFADIN	2.2%	MULTIPLE SCLEROSIS	COPAXONE	13.5%
ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	EXTAVIA	13.5%
ENZYME DEFICIENCY	SUCRAID	10.9%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	GLATOPA	33.1%
GAUCHER'S DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	13.9%	MULTIPLE SCLEROSIS	REBIF	13.3%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.2%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.3%
GROWTH HORMONE	INCRELEX	13.5%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%

DEFICIENCY					
GROWTH HORMONE DEFICIENCY	NORDITROPIN	14.2%	MULTIPLE SCLEROSIS	ZINBRYTA	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	13.9%	NEUTROPENIA	GRANIX	13.8%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	13.9%	NEUTROPENIA	LEUKINE	13.7%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.8%	NEUTROPENIA	NEULASTA	13.5%
GROWTH HORMONE DEFICIENCY	SAIZEN	16.2%	NEUTROPENIA	NEUPOGEN	13.5%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	NEUTROPENIA	ZARXIO	13.8%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.2%	ONCOLOGY - INJECTABLE	INTRON A	13.0%
GROWTH HORMONE DEFICIENCY	ZORBIVITE	13.0%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
HEMATOLOGIC	BERINERT	17.6%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - ORAL	AFINITOR	13.5%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	13.5%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	ALECENSA	13.9%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMOPHILIA	ADVATE	39.9%	ONCOLOGY - ORAL	CABOMETYX	11.4%
HEMOPHILIA	ADYNOVATE	33.6%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	36.8%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMOPHILIA	ALPHANINE SD	30.5%	ONCOLOGY - ORAL	COMETRIQ	10.6%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	COTELLIC	12.5%
HEMOPHILIA	BEBULIN	12.7%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	BENEFIX	7.3%	ONCOLOGY - ORAL	FARYDAK	11.4%
HEMOPHILIA	COAGADDEX	30.0%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	CORIFACT	27.9%	ONCOLOGY - ORAL	GLEEVEC	14.2%
HEMOPHILIA	ELOCTATE	27.9%	ONCOLOGY - ORAL	HYCANTIN	14.8%
HEMOPHILIA	FEIBA	31.1%	ONCOLOGY -	IBRANCE	13.0%

IA			ORAL		
HEMOPHIL IA	FEIBA NF	31.1%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHIL IA	HELIXATE FS	36.9%	ONCOLOGY - ORAL	IMATINIB MESYLATE	33.1%
HEMOPHIL IA	HEMOPIL M	43.4%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHIL IA	HUMATE-P	32.2%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHIL IA	IDELVION	13.5%	ONCOLOGY - ORAL	IRESSA	13.5%
HEMOPHIL IA	IXINITY	7.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHIL IA	KOATE	40.9%	ONCOLOGY - ORAL	LENVIMA	13.5%
HEMOPHIL IA	KOATE-DVI	40.9%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHIL IA	KOGENATE FS	39.9%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHIL IA	KOVALTRY	45.7%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMOPHIL IA	MONOCLATE -P	29.6%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHIL IA	MONONINE	29.6%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMOPHIL IA	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHIL IA	NOVOSEVEN RT	34.1%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHIL IA	NUWIQ	48.2%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMOPHIL IA	PROFILNINE	13.4%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHIL IA	PROFILNINE SD	13.4%	ONCOLOGY - ORAL	REVLIMID	11.4%
HEMOPHIL IA	RECOMBINANTE	38.0%	ONCOLOGY - ORAL	RUBRACA	13.5%
HEMOPHIL IA	RIXUBIS	7.3%	ONCOLOGY - ORAL	SPRYCEL	14.5%
HEMOPHIL IA	TRETTEN	14.2%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHIL IA	VONVENDI	22.8%	ONCOLOGY - ORAL	SUTENT	13.5%
HEMOPHIL IA	WILATE	27.9%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEMOPHIL IA	XYNTHA	38.4%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEPATITIS B	BARACLUDE	13.2%	ONCOLOGY - ORAL	TARGRETIN	13.8%
HEPATITIS B	ENTECAVIR	33.1%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEPATITIS B	EPIVIR HBV	12.2%	ONCOLOGY - ORAL	TEMODAR	14.2%
HEPATITIS B	HEPSERA	13.2%	ONCOLOGY - ORAL	TEMOZOLOMIDE	33.1%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	TRETINOIN	33.1%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	TYKERB	14.0%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	VENCLEXTA	13.5%
HEPATITIS C	EPCLUSA	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%

HEPATITIS C	HARVONI	14.8%	ONCOLOGY - ORAL	XALKORI	11.9%
HEPATITIS C	OLYSIO	13.5%	ONCOLOGY - ORAL	XELODA	13.2%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS C	PEGINTRON	14.2%	ONCOLOGY - ORAL	ZELBORAF	12.7%
HEPATITIS C	SOVALDI	13.5%	ONCOLOGY - ORAL	ZOLINZA	14.2%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HEPATITIS C	VICTRELIS	13.5%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	ZEPATIER	13.7%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HIV	ABACAVIR	33.1%	OSTEOPOROSIS	FORTEO	13.2%
HIV	ABACAVIR SULFATE/LAMIVUDINE/ZIDOVUDINE	33.1%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	ABACAVIR/LAMIVUDINE	33.1%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	APTIVUS	14.3%	PULMONARY DISEASE	OFEV	12.5%
HIV	ATRIPLA	13.3%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	COMBIVIR	13.5%	PULMONARY HYPERTENSION	ADEMPAS	12.5%
HIV	COMPLERA	13.5%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	CRIXIVAN	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	DESCOVY	14.1%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	DIDANOSINE	33.1%	PULMONARY HYPERTENSION	REVIATIO	10.9%
HIV	EDURANT	13.5%	PULMONARY HYPERTENSION	SILDENAFIL	33.1%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	33.1%
HIV	EPIVIR	13.2%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	EPZICOM	13.5%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	UPTRAVI	14.0%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	VENTAVIS	+10.4%
HIV	GENVOYA	13.9%	THROMBOCYTO PENIA PREVENTION	NEUMEGA	13.0%
HIV	INTELENCE	13.5%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	INVIRASE	14.3%	TRANSPLANT	CELLCEPT	12.5%
HIV	ISENTRESS	11.7%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	KALETRA	13.5%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	LAMIVUDINE	33.1%	TRANSPLANT	ENVARUSUS XR	13.5%
HIV	LAMIVUDINE/ZIDOVUDINE	33.1%	TRANSPLANT	GENGRAF	33.1%
HIV	LEXIVA	14.2%	TRANSPLANT	MYCOPHEN	33.1%

				OLATE MOFETIL	
HIV	LOPINAVIR/R ITONAVIR	33.1%	TRANSPLANT	MYCOPHEN OLIC ACID	33.1%
HIV	NEVIRAPINE	33.1%	TRANSPLANT	MYCOPHEN OLIC ACID DR	33.1%
HIV	NEVIRAPINE ER	33.1%	TRANSPLANT	MYFORTIC	13.5%
HIV	NORVIR	13.2%	TRANSPLANT	NEORAL	13.2%
HIV	ODEFSEY	14.1%	TRANSPLANT	PROGRAF	13.4%
HIV	PREZCOBIX	13.5%	TRANSPLANT	RAPAMUNE	13.5%
HIV	PREZISTA	14.2%	TRANSPLANT	SANDIMMUN E	26.0%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	SIROLIMUS	33.1%
HIV	RETROVIR	13.5%	TRANSPLANT	TACROLIMU S	33.1%
HIV	REYATAZ	13.5%	TRANSPLANT	ZORTRESS	13.5%
HIV	SELZENTRY	13.5%			

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" in this Agreement) and City of Burleson ("Customer" in this Agreement) is effective January 1, 2016 ("Effective Date"). This Agreement covers the services United is providing to Customer, either directly or in conjunction with one of United's affiliates, for use with Customer's Self-Funded employee benefit plan and apply to claims for Plan benefits that are incurred on or after the Effective Date.

United HealthCare Services, Inc. identifies this arrangement as Contract No.: 906435

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

City of Burleson
141 W Renfro Street
Burleson, TX 76028

By: _____

Dale Cheatham

Authorized Signature

Print Name: Dale Cheatham

Print Title: City Manager

Date: _____

12/16/15

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

By: _____

Tammy Johnson

Authorized Signature

Print Name: Tammy Johnson

Print Title: Regional Contract Manager

Date: _____

12/18/15

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Section 1 – Definitions

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

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

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

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

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

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

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

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

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

PHI: Any information United receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

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 United is administering, as described in the Summary Plan Description.

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

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. United's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United's Network of healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit, the Prescription Drug List, reimbursement rates, compensation arrangements, and all other financial provisions related to the pharmacy benefits contained in this Agreement. While the Prescription Drug List is considered United's Proprietary Business Information, it may be disclosed in the limited circumstances outlined in this Agreement. This information is collectively known as "United's Financial PBI".

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

Self-Fund or Self-Funded: Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provides stop loss insurance to Customer.

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

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

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

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

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

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

Section 2 – Customer Responsibilities

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

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide United with copies of the Summary Plan Description and Employee communications which refer to United or United's services prior to distributing these materials to Employees or third parties. Customer will amend 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 that United is providing.

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

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

Section 2.5 Information Customer Provides to United. Customer will tell United which of Customer’s Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to United in a timely manner. United will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify United of any change to this information as soon as reasonably possible.

United will be entitled to rely on the most current information in United’s possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. United will not be required to make retroactive eligibility changes, process or reprocess claims, but if United agrees to do so, additional fees may apply. United shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents or authorized representatives.

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

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

Section 3 – Fees

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

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

United also can change the fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees including the termination of the Shared Savings Program, (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 6 Taxes And Assessments (iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size set forth in Exhibit B. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

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

Section 3.3 Due Dates, Payments, and Penalties. For the Standard Medical Service Fees described in Exhibit B, United will provide Customer with an on-line invoice in advance of the first of each month, typically no later than the 18th of each month. The Due Date for payment of the invoiced amounts is on the first day of the next full calendar month. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Late Payment: If amounts owed are not paid within fifteen (15) days after their Due Date (“Grace Period”), Customer will pay United interest on these amounts at the interest rate that United charges to its self-funded customers. Customer agrees to reimburse United for any costs that United incurs to collect these amounts. United’s decision to provide Customer with a Grace Period will be based on United’s assessment of Customer’s financial condition, as of the Effective Date, and Customer’s compliance with material financial obligations. If United

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

Section 3.4 Reconciliation. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United within thirty (30) days after receiving notice of the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Section 4 – Records, Information, Audits

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

Section 4.2 Access to Information. If Customer needs information in United's possession for purposes other than an audit, but in order to administer the Plan, United will provide Customer access to that information, if it is legally permissible, the information relates to United's services under this Agreement, and Customer gives United reasonable advance notice and an explanation of the need for such information.

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

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

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

Section 4.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable entity may audit United once each calendar year to determine whether United is fulfilling the terms of this Agreement. Prior to the commencement of this audit, United must receive a signed, mutually agreeable confidentiality agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or its affiliates. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used.

Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to United's transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by United ("Scope").

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses United incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by United.

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

Section 4.4 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that United's Financial PBI cannot be disclosed by Customer to any third party without United's express written consent. This provision shall survive the termination of this Agreement.

Section 4.5 Service Auditor Reports. United may make its Type II service auditor report ("Report") available to United's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE16 Type II Report available to United's self-funded customers. The Report is United's Proprietary Business Information and shall not be shared with any third parties without United's prior written approval; provided, however, that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, provided that such consultants are not in any way a competitor of United's and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.6 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement as Exhibit D.

Section 5 – Taxes And Assessments

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

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

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

Section 6 – Indemnification

Section 6.1 Customer Indemnifies United. Customer will indemnify United and hold United harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, United incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements United enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against United as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 6.2 United Indemnifies Customer. United will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) United or its vendors' gross negligence or willful misconduct in the performance of United or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

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

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

Section 7.3 Litigation Against United and Customer. If Plan Benefits Litigation is begun against the Plan and United jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

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

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

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

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

Section 8 – Mediation

Except in the case of United's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then

current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 9 – Termination

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

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Term, either party gives the other party at least sixty (60) days prior written notice, (iv) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement, (v) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) United may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, (viii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or United and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (ix) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

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

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

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

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

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

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

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

Section 10.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants United permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for United to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

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

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

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

EXHIBIT A – STATEMENT OF WORK

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

Section A1 Network

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

United generally does not employ Network Providers and they are not United's agents or partners, although certain Network Providers are affiliated with United. 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.

Value Based Contracting Program. United's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with 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 amount of payments made on behalf of Customer's Plan.

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

Section A2 Recovery Services

Claim Recoveries. United will provide recovery services for Overpayments, but United will not be responsible for recovery costs except as otherwise stated in this section. United will be responsible for recovery costs and reimbursement of any unrecovered Overpayment only to the extent the Overpayment was due to United's gross negligence.

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

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

Recovery Fees. Customer will be charged fees when any of the services described herein are provided by United through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

Recovery Process. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular case. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. United may initiate litigation to recover payments, but United has no obligation to do so. If United initiates litigation, Customer will cooperate with United in the litigation.

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

Fraud and Management. United or its affiliate will provide services related to the detection, prevention, and recovery of abusive and fraudulent claims. United's Fraud and Abuse Management processes will be based upon United's proprietary and confidential procedures, modes of analysis and investigations.

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

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

Section A3 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 except when Customer is recognized as both the provider of covered services and the payee and check suppression services apply.

Bank Account. United, under Customer's employer identification number, will open and maintain a Bank Account at the Bank under United's sole control ("Bank") to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United's self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

Balance In Account. Customer will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. United will establish this amount based on expected Plan payment obligations, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and fee payments) as determined by United. United will determine if circumstances warrant increasing this minimum balance, and will notify Customer if and when the required minimum balance or the amount changes.

The required minimum balance is based on Customer's financial condition as assessed by United. In the event United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated

or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may revise the required balance effective five (5) days from the date of notice to Customer.

Issuing and Providing Funds for Checks and Non-Draft Payments. Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each banking day to satisfy the previous day's liability.

Customer will authorize United to initiate Automated Clearing House (ACH) transfers from Customer's own designated funding bank account to the Bank Account for amounts that are due. Every 6 business day(s), United will notify Customer of the amount due and United will within one business day, ACH, initiate transfers from Customer's own designated funding bank account to the Bank Account. The number of days between transfers and the method of transfer are based on Customer's financial condition as of the Effective Date as assessed by United, as well as Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Underfunding. If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may 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. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, 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 standard rate that United charges to its self-funded customers for underfunding of bank accounts.

Stop Payments on Outstanding Checks. At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

Funding After Termination. When this Agreement terminates, the funding method will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account sufficient funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks and other funding obligations. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section A4 Medical Benefit Drug Rebate Payments

Allocation and Payment of Rebates. From time to time, United or a subcontractor may negotiate with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the medical benefit Rebates United

receives. United will retain the balance of such medical benefit Rebates as part of United's compensation. When United negotiates directly with drug manufacturers for the payment of medical benefit Rebates to United, United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates from the drug manufacturer. If United is not able to make payment to Customer within thirty (30) calendar days, United will pay interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay medical benefit Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Customer will only receive Customer's medical benefit Rebates to the extent that medical benefit Rebates are actually received by United. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving medical benefit Rebates, the amount Customer receives may be reduced or eliminated.

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

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

Section A5 Claims Determinations and Appeals

Claim Procedures. 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. This delegation is subject to Customer's retention of full responsibility as Plan Administrator for the final review of adverse benefit determinations and to make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeals process. If United denies a Plan benefit claim, in whole or in part, United will notify the claimant of the adverse benefit determination and the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or those which are required under applicable law. If a second internal appeal is requested, United will forward to Customer documentation regarding the adverse benefit determination necessary for Customer to conduct the final internal appeal. Customer will notify United and the claimant of the outcome of the final internal appeal. Customer's determination will be final and binding on the claimant and all other interested parties, except as otherwise provided under the external review program described in this Section.

Appeals of Urgent Care Claims. Except as otherwise provided in this Agreement, Customer appoints United a named fiduciary under the Plan with respect to appeals of Urgent Care Claims. United will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible, in accordance with applicable law. Customer delegates to United the discretionary authority to construe and interpret the terms of the Plan and to make final binding determinations concerning the availability of Plan benefits regarding these claims.

Section A6 Systems Access

Access. United grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain United's. To obtain access to the Systems, Customer will obtain, and be responsible for

maintaining, at no expense to United, the hardware, software, and Internet browser requirements United provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

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

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

Section A7 Pharmacy Benefit Services

Pharmacy Network. United or its affiliate will provide the Pharmacy Benefit Services described in this Section. United will make Network Pharmacies available to Customer Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

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

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

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

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

factors may include, but are not limited to, the prescription drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the prescription drug product.

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

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

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

Section A8 Pharmacy Benefit Rebates

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

Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

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

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

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

a Network Pharmacy. Customer will also encourage Customer Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website.

Schedule of Services

A. ACCOUNT MANAGEMENT SERVICES

Service	Comments
Implementation and maintenance of account.	
Enrollment meetings and support for locations that meet United's criteria.	Minimum six weeks notice of meeting.
Standard initial enrollment kit.	
Bulk mailing of initial enrollment kits to Customer based on United's criteria.	
Ongoing account management including: <ul style="list-style-type: none"> ● Designated account resources. ● Ongoing management and review of benefits and data. 	
Standard accounting structure based on United's criteria: <ul style="list-style-type: none"> ● Suffixes to accommodate separate claims reporting for different benefit plans. ● Claim accounts to accommodate separate claims data for different locations and groups. 	
Electronic Bill Presentment and Payment (EBPP) , which provides capabilities to: <ul style="list-style-type: none"> ● View invoices online. ● Sort and search enrollee information. ● Download billing information. ● Remit payment online. 	
Online administration services accessed through United's Employer eServices Web site including online eligibility maintenance and claim status inquiry.	Customer reporting is included to the extent indicated in Section D. eServices Customer Reporting Services.
Summary Plan Description (SPD) Assistance. 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. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English. United will print each SPD in its standard size and with United's standard cover in a quantity equal to 110% of the number of Employees participating in the plan, and ship to a single location and/or post online.	<p>If the SPD is not finalized sufficiently in advance of the Effective Date of United's services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved or (ii) create, at United's discretion, an operational SPD which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide its services in accordance with this summary of Plan benefits and exclusions or operational SPD, as the case may be, and it will govern and remain in full force and effect until a final SPD is provided to United.</p> <p>If United is providing Drafts only or if Customer is producing the Final SPDs, Printing of SPDs will be at an additional cost.</p>
Summary of Benefits and Coverage: <ul style="list-style-type: none"> ● Electronic version in United's standard format. ● For medical Plans administered by United. ● Initial request and up to 1 amendment per year. 	

B. ELIGIBILITY MANAGEMENT SERVICES

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

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

C. UNDERWRITING AND FINANCIAL SERVICES

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

D. eSERVICES[®] CUSTOMER REPORTING SERVICES

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

E. CLAIMS ADMINISTRATION SERVICES

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

Service	Comments
	Termination of Run-out Processing Run-out claims processing will terminate: (1) the date United gives Customer notice of termination because Customer did not pay the run-out fees Customer owed United when due as set forth above, or (2)] if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.
Check Suppression Services when Customer is recognized as both the provider of covered services and the payee.	Customer delegates to United the discretion and authority to develop and use standards and procedures for any check suppression services that United provides under this Agreement, including, but not limited to, deciding whether to invoke check suppression for a particular claim.
Application of subrogation services.	
Fraud and Abuse Management Recovery Program.	The fee includes all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, and draft legal documents. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. Customer will be given the option to participate or decline participation in the settlement.
Hospital Bill Audit Program.	
Credit Balance Recovery Program.	
Advanced Analytics and Recovery Services	United or its affiliate will use a combination of large scale analytics, information and analysis to identify post-adjudication claims for additional overpayment opportunities.

F. MEMBER SERVICES

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

G. MEDICARE SERVICES

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

H. NETWORK SERVICES

Service	Comments
Network access, management and administrative activities	Standard on all network plans.
UnitedHealth PremiumSM Designation Program	Available in designated markets.
Network access to chiropractic and complementary	

Service	Comments
alternative medicine providers	
Physical Health Clinical Support Program for Chiropractic and Complementary Alternative providers.	
Transplant Solutions (TS) Services <ul style="list-style-type: none"> ● Transplant Network via Centers of Excellence (COE) ● Transplant Access Program (TAP) Network ● Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. 	
Reasonable and customary charge guidelines for out of network surgical, medical, lab and x-ray claims.	
Maximum Non-Network Reimbursement Program (MNRP) for non-emergency non-network claims.	
Shared Savings Program Application of the Shared Savings Program provides additional savings on select non-Network facility and physician claims not eligible for standard network discounts. Program provides access to discounted charges made available to United from health care providers who contract or will negotiate with, a third party to provide such discounted charges.	The services under this program provide access to provider discounts only and do not include credentialing of providers or other Network services. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services under the Shared Savings Program. United can terminate the Shared Savings Program at any time for any reason.
Access to Extended Networks (leased networks)	Available at an additional charge.

I. CARE MANAGEMENT AND OUTREACH SERVICES

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

J. UNITED BEHAVIORAL HEALTH — MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

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

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

Service	Comments
<p>NurseLineSM - provides 24-hour access to registered nurses.</p> <p>Health Content – providing members with access to online Health and Wellness content/health assessments/health coaching, personal health records (located on myuhc.com), and automated messaging.</p>	

L. UNITEDHEALTH ALLIES® DISCOUNT PROGRAM

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

M. MANAGED PHARMACY SERVICES

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

N. VISION SERVICES

Service	Comments
<p>United, through its specialty services affiliate, will process claims for covered services (vision services and materials that are eligible for reimbursement under Customer's vision Plan). Claims for reimbursement of vision Plan benefits must be submitted in a form that is satisfactory to United. United will determine whether a benefit claim is reimbursable under the vision Plan provisions including an initial determination as to whether a claim is considered a covered service. Customer delegates to United the discretion and authority to use United's claim procedures and standards for benefit claim determination and reimbursement.</p>	
<ul style="list-style-type: none"> • As United's affiliate's negotiated rate schedule may vary from participating provider to participating provider, United's affiliate will: (1) absorb any financial loss, without additional charge to Customer, in the event that the amount that United's affiliate pays the participating provider, or, in the case of materials, United's affiliate's optical laboratory, exceeds the amount that Customer pays United's affiliate for that covered service; and (2) retain, as part of its compensation, the difference in the event that the amount that Customer pays United's affiliate for arranging for the provision of a covered service exceeds the amount that United's affiliate pays the participating provider, or, in the case of materials, United's affiliate's optical laboratory, for providing that covered service. • In the case of non-covered service(s) or material(s) United's affiliate expressly reserves the right to retain, as part of its compensation, without additional charge to Customer, any amount(s) collected from a Participant pursuant to the Participant's vision Plan, that exceeds the payment to participating provider for such non-covered service(s) or material(s) under the applicable negotiated rate schedule. 	<p>The following sections of the Agreement do not apply to vision services:</p> <ul style="list-style-type: none"> ● Subrogation Hospital Bill Audit Program ● Credit Balance Recovery Program ● External Review Program ● SSAE16 Reports

O. DENTAL SERVICES

Service	Comments
<p>Dental Services, includes Customer's access to a dedicated dental representative, Customer's Participants' access to a dental customer service unit, claim processing by UnitedHealthcare Dental and Customer's Participant's access to the national dental network.</p> <p>Additionally, through Dental services, United will provide Dental Care Management and Outreach Services including a Prenatal Care Dental Program and Oral Cancer Screening. These programs provide for additional preventive dental care coverage for expectant mothers and technology to help show whether Customer's members have oral cancer or a pre-cancerous lesion.</p>	

EXHIBIT B –FEES

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2016 through December 31, 2016. Customer acknowledges that the amounts 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.

Standard Medical Service Fees

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

The Standard Medical Fees listed below are based upon an estimated minimum of 255 enrolled Employees

Effective January 1, 2016 through December 31, 2016: The Standard Medical Service Fees are the sum of the following:

- \$31.99 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$29.69 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$8.20.

Effective January 1, 2017 through December 31, 2017: The Standard Medical Service Fees are the sum of the following:

- \$41.79 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$39.40 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$9.20.

Effective January 1, 2018 through December 31, 2018: The Standard Medical Service Fees are the sum of the following:

- \$43.47 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$40.98 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$9.94.

Effective January 1, 2019 through December 31, 2019: The Standard Medical Service Fees are the sum of the following:

- \$45.20 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$42.62 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$10.43.

Pharmacy AWP Contract Rate

Customer’s contract rate for prescription drugs is as provided in Exhibit B. United uses Medi-Span’s national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Shared Savings Program	Customer will pay a fee equal to 35% of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
Standard Dental Administrative Service Fees	The Standard Dental Service Fees are the sum of \$4.89 per Employee per month covered under the PPO portion of the Plan.

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

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

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

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

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

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

Implementation -- Applies to First Year Only			
A formal implementation plan, which defines key tasks, dependencies and completion dates will be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on the customer's part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee.			
Initial ID Card Issuance			
Definition	ID cards will be postmarked within the parameters set forth after the final eligibility data has been system loaded, passed a quality assurance check, passed a system load test and has been released to the ID card production area.		
Measurement	Percentage of cards issued		99%
	Issuance time frame, business days or less	business days	10
Criteria	Calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. ID card turnaround time guarantees are based on United's performance during the implementation process.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Claim Ready Date			

Definition	Ready to pay electronic claims by the later of the effective date or within the designated number of days following the completion of key implementation tasks: (i) Account structure and benefit plan details are defined and written approval has been provided by the customer; (ii) final eligibility has been received and successfully tested by United; and (iii) if so negotiated, deductibles and lifetime maximums from the previous carrier received in a mutually agreed upon format, accurate, and loaded electronically.		
Measurement	Electronic claim ready by effective date or the later of business days or less	business days	18
Criteria	If any additional changes are received or requested after written approval is received, 10 additional business days will be required for changes affecting up to ten benefit plans (sets); 20 additional days will be required for changes affecting ten or more benefit plans (sets).		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Eligibility Loading			
Definition	Initial implementation electronic eligibility files will be loaded within the timeframe set forth following receipt of clean eligibility file.		
Measurement	Files loaded, in business days or less	business days	3
Criteria	Clean eligibility file once approved by Customer and/or its designee and United, which must be: a) error free; b) formatted per United's standards; and c) received by 12:00 p.m., EST on the scheduled date, or the guarantee period starts the following business day.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
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		
Financial Accuracy (FAR)			
Definition	Financial accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims dollars processed accurately		99.3%
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 submitted for payment.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	99.29% - 99.06% 99.05% - 98.81% 98.80% - 98.56% 98.55% - 98.30% Below 98.30		

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		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. 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 to 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		\$1,100
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		\$1,100

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using 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	\$1,100
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 administers 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	\$550
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	\$550
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		01/01/2016	01/01/2017	01/01/2018
	Combined Discount Guarantee			
	Retail Brand, Average Wholesale Price (AWP) less	17.6%	17.6%	17.6%
	Retail Generic - 30 Day, AWP less	73.0%	73.0%	73.0%
	Mail Order Brand, AWP less	22.1%	22.1%	22.1%
	Mail Order Generic, AWP less	74.5%	76.0%	76.7%
	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			
	Retail Brand	\$1.40	\$1.40	\$1.40

	Retail Generic	\$1.40	\$1.40	\$1.40
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fees			
	Administrative Fee Credit (PEPM)	\$8.20	\$9.20	\$9.94
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined contracted 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 are less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. • The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. <p>Rebate Specific Conditions</p> <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • if Customer changes or does not elect an Incented plan design <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order 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. • A minimum of 230 Employees and 420 Participants enrolled in the pharmacy plan is required. • The lessor of two logic (ZBL) will apply to Participant payments. Participants pay the lessor of the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider and a mail benefit design as applicable to the historical data provided for the purpose of this cost proposal. All rates and fees are subject to change otherwise. • 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. 			
TRRX (05/2015)				

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2016 through 12/31/2016 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Actual Discount Range	Fees At Risk
Less Than 47.0%	10.0%
47.0% - 48.0%	8.0%
48.0% - 49.0%	6.0%
49.0% - 50.0%	4.0%
50.0% - 51.0%	2.0%
Greater Than 51.0%	0.0%

We agree to reimburse CITY OF BURLESON the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees).

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

- Employees enrolled in a UnitedHealthcare Choice Network 255
- Target Network Savings Percentage (Illustrative) 54.0%
- Risk Free Corridor 3.0%
- For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.
- Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.
- We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.
- We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.
- Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.
- Mental Health/Substance Abuse claims are excluded.

The table below contains anticipated enrollment by market. The Other category is made up of markets with smaller concentrations of employees.

Market Name	Employees	Employee %
DALLAS	248	97.3%
Other	7	2.7%
Total/Average*	255	100.0%

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

A minimum of 225 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this quotation.
- An award is not made within 90 days of the issuance of this quotation.
- Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

UHC reserves the right to adjust the discount guarantee should provider chargemaster increases (the rate by which provider charges increase) vary from assumed levels.

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

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

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its affiliates (“Business Associate”) and City of Burlison (“Covered Entity”) and is effective on January 1, 2016 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.4 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

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

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided 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.

3. RESPONSIBILITIES OF COVERED ENTITY

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

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

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

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided 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.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. TERMINATION

- 5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered

Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

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

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

6. MISCELLANEOUS

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

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

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