

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between UMR, Inc. ("UMR" in this Agreement) and Columbia Public Schools ("Customer" in this Agreement) is effective January 1, 2020 ("Effective Date"). This Agreement covers the services UMR is providing to Customer, either directly or in conjunction with one of UMR's affiliates, for use with Customer's Self-Funded employee benefit plan.

UMR, Inc. identifies this arrangement as Contract No.: TBD.

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

**Columbia Public Schools**

1818 W. Worley Street  
Columbia, MO 65203

**UMR, Inc.**

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

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Authorized Signature

Authorized Signature

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

ASA 2Q 2016

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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.

**HSA or Health Savings Account:** A tax-advantaged account established by Customer's Employees principally to fund certain qualified medical expenses.

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

**IRS:** The United States Internal Revenue Service.

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

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

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

**Network Provider:** The physician, 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 UMR 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 UMR is administering, as described in the Summary Plan Description.

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

**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, electronic 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 party's relationship. UMR's Proprietary Business Information includes UMR Financial PBI, as defined in this Section below.

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

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

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

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

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

**Treasury Department:** The United States Department of the Treasury.

**UMR Financial PBI:** UMR’s Proprietary Business Information that includes, but is not limited to, discounts and other financial provisions related to UMR’s contracted healthcare providers and claims data from which those financial provisions may be derived and financial provisions related to prescription drug products covered under the medical benefit.

## **Section 2 – Customer Responsibilities**

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

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

**Section 2.3 Plan Changes.** Customer must provide UMR with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow UMR to determine if such change will alter the services UMR provides under this Agreement. Customer’s requested changes must be mutually agreed to in writing prior to implementation of such change. UMR will notify Customer if (i) the change increases UMR’s cost of providing services under this Agreement or (ii) UMR is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee, or if UMR notifies Customer that UMR is unable to reasonably implement or administer the change, UMR 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 UMR with a list of Customer’s affiliates covered under the Plan upon request.

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

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

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

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

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

## **Section 3 – Fees**

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

**Section 3.2 Changes in Fees.** (a) UMR can change the fees on each Renewal Term. UMR will provide Customer with ninety (90) 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 ninety (90) days after UMR provides Customer with written notice of the new fees. UMR will provide Customer with a new Exhibit B - Fees that will replace the existing Exhibit B - Fees for the new Renewal Term.

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

- (1) any time there are changes made to this Agreement or the Plan, which affect the fees;
- (2) when there are changes in laws or regulations which affect or are related to the services UMR is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5 Taxes And Assessments;
- (3) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%) or more; or
- (4) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 15% or more from the assumed average contract size. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

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

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

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

## Section 4 – Records, Information, Audits

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

**Section 4.2 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 receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that UMR's Financial PBI cannot be disclosed by Customer to any third party without UMR's express written consent and, if required by UMR, a mutually agreed upon confidentiality agreement. This provision shall survive the termination of this Agreement. If Customer is requested or required to disclose PBI by subpoena, legal process or applicable law, including public records acts, Customer shall (to the extent permitted by law), provide UMR with immediate written notice of that request or requirement. Customer shall reasonably cooperate in any efforts by UMR 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, Customer shall furnish only that portion of the PBI that is legally required.

**Section 4.3 Access to Information.** Other than as provided for in Section 4.4, if Customer needs access to UMR's Proprietary Business Information, UMR may allow Customer to use UMR's Proprietary Business Information, if it is legally permissible, the information relates to UMR's services under this Agreement, and Customer gives UMR reasonable advance notice and an explanation of the need for such information. Such use is subject to the terms of this Agreement and, if required by UMR, a mutually agreed upon confidentiality agreement.

If Customer is subject to a request for records under the Missouri Sunshine Law, and the request includes UMR's Proprietary Business Information, Customer will contact UMR prior to releasing any information and give UMR the opportunity to review, respond, and/or object to the FOIA request.

UMR 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.

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

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

**Section 4.4 Audits.** During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity may conduct an annual medical claims audit of UMR's performance under the Agreement once each calendar year. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement. restrictions or prohibitions

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

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

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a per day charge for any on-site audit visit that is not completed within five (5)

business days or for sample sizes exceeding the Scope specified above. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs due to a Customer request related to the audit, such fees to be reviewed and approved by the Customer in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this Section (if approved by UMR), Customer will pay all expenses incurred by UMR.

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

**Section 4.5 Service Auditor Reports.** UMR may make its Type II service auditor report ("Report") available to UMR's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE18). Should new guidelines covering service auditor reports be issued, UMR may make the equivalent of, or any successor to, the SSAE18 Type II Report available to UMR's self-funded customers. The Report is UMR's Proprietary Business Information and shall not be shared with any third parties without UMR's prior written approval, except that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants on the condition that such consultants are not in any way a competitor of UMR's and that Customer informs its consultants that the Report was not prepared for their use. Customer may also share the report to the extent that it is considered an "Open Record" of Customer under the Missouri Sunshine Law, but shall provide prior notice to UMR before any such disclosure so that UMR may have an opportunity to review, respond, and/or object to the disclosure. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

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

## **Section 5 – Taxes And Assessments**

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

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

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

## **Section 6 – Indemnification**

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

- (1) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of (A) Customer's or its vendors subcontractors, or authorized agents' obligations under this Agreement, or (B) Customer's or its vendors', subcontractors', or authorized agents' performance under any other agreements entered into by UMR with those third parties on Customer's behalf.
  - (2) Customer's material breach of (A) this Agreement, or (B) any other agreements entered into by UMR with third parties on Customer's behalf;
  - (3) A breach by a third party of any other agreements UMR enters into with such third parties on Customer's behalf;
  - (4) third party claims brought against UMR as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws; and
  - (5) Customer's operation of the HSA; failure to act in accordance with applicable provisions of the IRC and associated guidance issued by the IRS/Treasury Department with respect to Customer's HSA; and/or, claims against UMR relating to an HSA utilized by Customer's enrolling Employees.
- (b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against Customer only as determined by a court or other tribunal having jurisdiction of the matter.
- (c) This provision shall survive the termination of this Agreement.

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

- (1) UMR or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of UMR or its vendors', subcontractors' or authorized agents' obligations under this Agreement;
  - (2) UMR's material breach of this Agreement.
- (b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against UMR only as determined by a court or other tribunal having jurisdiction of the matter.
- (c) Customer will remain responsible for payment of benefits and UMR's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments, or expenses that constitute payment of Plan benefits.
- (d) This provision shall survive the termination of this Agreement.

## **Section 7 – Plan Benefits Litigation**

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

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

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

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

**Section 7.5 Litigation Cooperation.** Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation, provided no conflict of interest arises.

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

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

## **Section 8 – Mediation**

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

## **Section 9 – Termination**

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

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

- (1) The Plan terminates;
- (2) Both parties agree in writing to terminate the Agreement;
- (3) After the Initial Term, either party gives the other party at least ninety (90) days prior written notice;
- (4) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement;
- (5) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement;
- (6) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party;
- (7) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code;
- (8) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions; or
- (9) As otherwise specified in this Agreement.

## **Section 10 – Miscellaneous**

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

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

**Section 10.3 Governing Law.** This Agreement is governed by the applicable laws of the State of Missouri. The parties agree that the venue for any claims or disputes arising out of this Agreement and brought by either party will be in the Circuit Court of Boone County, Missouri, and consent to the jurisdiction of the same. This provision shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

## EXHIBIT A – STATEMENT OF WORK

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

### Section A1 Network

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

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

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

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

### Section A2 Recovery Services

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

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

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

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

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

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

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

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

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

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

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

### **Section A3 Providing Funds for Benefits**

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

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

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

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

**Underfunding.** If Customer does not fund its Bank Account with sufficient funds with which to pay claims, Customer must immediately correct the deficiency. UMR may suspend any of its services under this Agreement for the period of time Customer does not have sufficient funds in its Bank Account. If Customer does not correct the funding

deficiency within fifteen business days of UMR's notice to Customer, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began.

#### **Section A4 Claims Determinations and Appeals**

**Claim Procedures.** Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals (if applicable). As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to UMR under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. In the event that Customer has not finalized the Summary Plan Description (SPD) before UMR receives an appeal from a Participant, then UMR will follow the claims installation documents that Customer approved, or if needed, UMR will contact Customer for applicable information. Participants who receive an adverse benefit determination can file an appeal with UMR within the timelines established in Customer's SPD. It is understood that UMR will provide one or two appeal levels for claims that it has processed, as mutually agreed to in writing by the parties. UMR agrees to send an appealed claim to an independent reviewer if required by Department of Labor or Department of Health and Human Services. In addition, and if applicable to Customer's Plan, UMR agrees to send a voluntary appeal to an independent review organization in compliance with health care reform regulations. Customer understands that the cost of such mandated independent reviews will be the responsibility of Customer, unless otherwise stated in Exhibit B - Fees. It is understood that UMR is not responsible for handling appeals on claim-related decisions that were originally made by another vendor of Customer's. Customer acknowledges and agrees that certain services provided by UMR and as described in the Summary Plan Description will comply with federal laws and regulations, as provided for under ERISA.

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

#### **Section A5 System Access**

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

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

direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by UMR which impact the System.

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

#### **Section A6 Health Savings Account (HSA)**

**Health Savings Account (HSA).** UMR will provide Customer with an HSA in accordance with Exhibit A - Services. The HSA is not subject to ERISA, and accordingly, any provisions of this Agreement which reference ERISA or which establish upon UMR an obligation to provide reporting or other services standardly associated with an ERISA plan shall not apply to the HSA and any services relating thereto. This HSA account is maintained in accordance with applicable provisions of the IRC and associated guidance issued by the IRS/Treasury Department, as well as under various agreements and documents maintained between an enrolling Employee and the HSA trustee or custodian.

Customer acknowledges that HSAs are subject to contribution limits and other requirements imposed by the IRC and associated guidance issued by the IRS/Treasury Department. Customer acknowledges and agrees that UMR shall have no obligation to ensure compliance with any requirements or limitations pertaining to HSAs, their establishment and/or use. To the extent that Customer has established contribution amounts and other HSA program requirements applicable to Customer Enrolling Employees, Customer will advise UMR of such requirements. UMR will not verify that distributions from Customer's Enrolling Employees' HSAs are for qualified medical expenses.

#### **Section A7 Medical Benefit Drug Rebate Payments**

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

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

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

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

### Schedule of Services

#### A. CLAIMS ADMINISTRATION SERVICES

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

| Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Comments                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Surcharges.</b> If during the term of the Agreement UMR receives a surcharge invoice from a state for the Plan or claims paid under the Plan, UMR agrees to submit applicable payments to the state on behalf of Customer. The amount due to the state will be withdrawn from Customer's claims bank account.                                                                                                                                                                                                                                       | This service does not apply to New York Surcharges.                                                                                                                                                                                                                                                                                                                                                     |
| <b>New York Surcharge Services:</b> Upon acceptance from the New York Public Goods Pool, UMR agrees to compile and forward to the State of New York, an electronic report that shows the liability that Customer has for covered lives, patient services and total amount due from Customer. The report is compiled on a monthly or annual basis in accordance with the requirements of the State of New York for Customer. UMR agrees to file the report and send the applicable payments to the State of New York via a draw from Customer's bank account. | <p>It is understood that Customer is solely responsible for completing necessary New York Surcharge election forms and responding to inquiries regarding the election.</p> <p>In the event that a claim is adjusted after the New York Surcharge fee has been paid and the adjustment affects how much the provider actually receives, UMR will make an adjustment on a future report to the State.</p> |

## B. MEMBER SERVICES

| Service                                                                                                                                                                                                                                               | Comments                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Toll-free access to a customer care unit</b>                                                                                                                                                                                                       |                                                                               |
| <b>Employee access to a member website</b> enabling Participants to: <ul style="list-style-type: none"> <li>• Check claim status.</li> <li>• Check eligibility information.</li> <li>• Search for providers and online health information.</li> </ul> |                                                                               |
| <b>Identification Cards.</b><br>UMR will provide standard ID cards (including replacement cards) for each employee who is covered under Customer's Plan.                                                                                              | Customer may, at its option, order customized ID cards at an additional cost. |

## C. CUSTOMER REPORTING SERVICES

| Service                                                                                                                                                                                                                                                | Comments                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| UMR will provide Customer with the following standard reports through encrypted online access.                                                                                                                                                         |                                                |
| <b>Banking.</b> Online access to the check register, searchable for disbursement information at the transaction level.                                                                                                                                 |                                                |
| <b>Monthly Online Reports (Plan Performance).</b> Online access to monthly reports containing Plan performance details. Customer can also use online data to develop ad-hoc queries such as census information, claim activity and large claim detail. |                                                |
| <b>Eligibility and Benefits Inquiry.</b> Online eligibility inquiry provides Customer with access to Participant eligibility information. Online benefit inquiry provides specific benefit information for each Participant.                           |                                                |
| <b>Claims Inquiry.</b> Customers can review the status of participant claims online. Customer is responsible for ensuring that its employees comply with HIPAA privacy regulations.                                                                    |                                                |
| <b>Annual Report.</b> Provides the information that Customer can use to complete the 5500 form or 990 form.                                                                                                                                            |                                                |
| <b>Customization, non-standard or ad hoc reports</b>                                                                                                                                                                                                   | Fees are determined on a report-specific basis |
| UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports.                                                                                                                                                 |                                                |

## D. OTHER SERVICES

| Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Summary Plan Description (SPD) Assistance.</b> UMR will prepare a customized draft of an SPD for the Plan, one additional draft, in response to Customer's comments and a final draft SPD.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>If the SPD is not finalized sufficiently in advance of the Effective Date of UMR's services, UMR will utilize benefits and exclusions that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved UMR will administer claims and otherwise provide UMR's services in accordance with information and it will govern and remain in full force and effect until a final SPD is provided to UMR.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>SPD Exception Processing.</b> In the event Customer wants UMR to make an exception to Customer's Summary Plan Description (SPD), Customer must notify UMR in writing of such exception using a form designated by UMR. Customer is fully and solely responsible for any compliance or stop loss issues that may occur as a result of making an exception to its SPD.</p>                                                                                                                                                                                                                                                                                | <p>UMR shall not be liable to any degree when following directions from Customer, its employees or agents, and Customer agrees to indemnify UMR and hold it harmless from and against any and all claims arising from Customer's decision to make an exception to the SPD.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>Summary of Benefits and Coverage (SBC) Services.</b> Upon receipt of a completed service election form from Customer, UMR agrees to provide the following (SBC) services:</p> <ul style="list-style-type: none"> <li>• Draft one standard full SBC per benefit Plan design if UMR is the only vendor administering benefits for Customer; or</li> <li>• Draft one standard partial SBC per benefit Plan design if UMR administers the medical Plan but Customer utilizes external vendors for other benefits.</li> <li>• Provide one SBC update per year if needed.</li> <li>• Post the final approved SBC to UMR's web portal for Customer.</li> </ul> | <p>Customer is responsible for providing UMR with written details about the Plan and benefit changes in an agreed upon period of time prior to the date Customer needs the final SBC from UMR.</p> <p>Customer is responsible for completing sections of the SBC related to Customer and external vendors, if any, and returning applicable details to UMR within an agreed upon timeframe.</p> <p>Customer is responsible for complying with SBC regulations, including but not limited to distribution of SBC's to Participants. In the event that Customer requests UMR to provide other non-standard SBC services, UMR will charge a reasonable fee for agreed upon services.</p>                                                                                                                                                                                                                                                            |
| <p><b>Stop Loss Reporting.</b> UMR will use commercially reasonable efforts to identify, track and file paid specific stop loss insurance claims with the stop loss carrier, on behalf of Customer.</p> <p>If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential Claims that exceed the stop loss policy's attachment point.</p>                                                                                                                                                                                                                                                                          | <p>Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement or as soon thereafter as reasonably possible, if UMR did not place Customer's stop loss coverage with the carrier.</p> <p>No priority will be given to process claims because the stop loss year is coming to a close. In no event shall UMR have any liability for coverage decisions taken or any omissions by any stop loss insurance carrier, and UMR shall not be held liable for any claims not covered by the stop loss carrier even if such claims were paid by the Plan. It is understood that UMR cannot represent or warrant a carrier's stop loss coverage or any terms of a carrier's stop loss coverage.</p> <p>Customer and its third party stop loss carrier may be required to execute UMR's standard nondisclosure and indemnification agreement prior to UMR providing any stop loss information</p> |
| <p><b>Transition to new Third Party Administrator (TPA).</b> UMR will cooperate with Customers' transition to a new TPA upon termination of this Agreement and will provide cancellation reports to Customer upon request.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>Medicare Secondary Payer Reporting.</b> UMR shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.</p>                                                                                                                                            | <p>Customer agrees to provide to UMR in a timely manner and in an agreed upon format any and all data that UMR requires to comply with the Reporting Requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Teladoc Services:</b> UMR contracts with an outside vendor to provide Teladoc services for Participants on behalf of the Plan. The vendor contracts with licensed physicians to provide the service.</p> <p>For General Medicine, Participants will be provided with toll-free access to telephone or web-based video access to medical consultation and health information services from a licensed physician 24 hours a day, seven days a week, or, upon request and if allowed by state law.</p> <p>For Behavioral Health (BH), Participants will be provided with access to BH Practitioners who provide consultations to Participants by telephone or video conference, scheduled in advance by the Participant. The program offers Participant's ongoing access to behavioral diagnostic services, talk therapy, and prescription medication management, when appropriate.</p> | <p>Customer is responsible for notifying Participants that if they choose to utilize Teladoc Services, they must complete a comprehensive medical history disclosure form either online, by paper, or by telephone and an assessment that is specific to the BH Program prior to receiving a BH consultation, pay the applicable fee to Teladoc, and cooperate with any other reasonable requirements that Teladoc may require before services can be provided by a physician.</p> <p>Customer understands that Teladoc is an independent contractor and is not affiliated with UMR in any way. Customer agrees and understands that UMR does not provide medical advice or warrant the advice provided by Teladoc. In no event shall UMR be found responsible or liable in any way or to any extent for any losses, claims or damages, including but not limited to consequential, special, punitive, incidental, or direct or indirect damages resulting from the services provided by Teladoc and its employees, subcontractors and agents.</p> |
| <p><b>Transplant Solutions (TS) Services</b></p> <ul style="list-style-type: none"> <li>• Transplant Network via Centers of Excellence (COE)</li> <li>• Ventricular Assist Devices (VAD)</li> <li>• Transplant Access Program (TAP) Network</li> <li>• 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.</li> <li>• Specialized Physician Review</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>The fees for Transplant Solutions (TS) Services are specified in Exhibit B - Fees.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## EXHIBIT B – SERVICE FEES

This exhibit lists the fees Customer must pay UMR for UMR's services during the term of the Agreement. Unless otherwise noted, these fees apply for the period from January 1, 2020 through December 31, 2020. Customer acknowledges that the amounts paid for administrative services are reasonable.

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

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

| <b>Administration and access fees</b>                                                                              | <b>Employees</b> | <b>Fees 1/1/2020</b> | <b>Fees 1/1/2021</b> | <b>Fees 1/1/2022</b> |
|--------------------------------------------------------------------------------------------------------------------|------------------|----------------------|----------------------|----------------------|
| Medical claims - excludes run-in                                                                                   | 2,869            | \$27.99              | \$27.99              | \$27.99              |
| UnitedHealthcare Choice Plus ® network - access fee                                                                | 2,869            | Included             | Included             | Included             |
| Required stop loss interface fee                                                                                   | 2,869            | Included             | Included             | Included             |
| Utilization Management (UM)                                                                                        | 2,701            | Included             | Included             | Included             |
| Medicare Utilization Management                                                                                    | 168              | Included             | Included             | Included             |
| Case management (CM)                                                                                               | 2,701            | Included             | Included             | Included             |
| External Pharmacy Benefit Manager (PBM) Interface                                                                  | 2,869            | Included             | Included             | Included             |
| Medical and pharmacy integration - per participating employee per month                                            | 2,869            | Included             | Included             | Included             |
| Telemedicine (Teladoc)*                                                                                            | 2,869            | Included             | Included             | Included             |
| Claim Fiduciary                                                                                                    | 2,869            | Included             | Included             | Included             |
| Custodial Banking                                                                                                  | 2,869            | Included             | Included             | Included             |
| Plan Advisor for Members with IVR                                                                                  | 2,869            | Included             | Included             | Included             |
| Teladoc - Behavioral                                                                                               | 2,869            | Included             | Included             | Included             |
| Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network - % of savings | 2,869            | 30%                  | 30%                  | 30%                  |
| <b>Subtotal (excl Rx Fee Credit)</b>                                                                               | <b>2,869</b>     | <b>\$27.99</b>       | <b>\$27.99</b>       | <b>\$27.99</b>       |
| Medical client advisor commission                                                                                  |                  | Net                  | Net                  | Net                  |
| <b>Subtotal 2 (excl Rx Fee Credit)</b>                                                                             | <b>2,869</b>     | <b>\$27.99</b>       | <b>\$27.99</b>       | <b>\$27.99</b>       |

A PEPY HAC credit of \$9.00 PEPY will be available to Columbia Public Schools in 2020. The value of the HAC credit is based on total enrollment and may increase/decrease as mutual membership changes. The quoted fee includes a HAC administration fee of \$0.25 PEPM

| <b>Service Code</b> | <b>ITEM</b>                            | <b>FEE and BASIS</b>              |
|---------------------|----------------------------------------|-----------------------------------|
|                     | <b>Medical Fees</b>                    |                                   |
| 0001                | Base Medical Fee                       | Refer to table above              |
|                     | <b>ID Card Services</b>                |                                   |
| 0200                | Mail ID Cards to Employee's Home       | Included in Base Fee              |
|                     | <b>Banking Services</b>                |                                   |
| 0307                | Custodial Banking Maintenance Charges  | Refer to table above              |
|                     | <b>Reporting/Special Data Services</b> |                                   |
| 0417                | Custom Ad-Hoc Reports – Request System | \$100/hr. after 10 Hours Per Year |

| Service Code | ITEM                                                                                                                                                                                                                                                                                                                                           | FEE and BASIS                                                                                                                                                                                                                                        |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0418         | Certificates of Creditable/Non-creditable Coverage (Medicare Part D) (If Requested)                                                                                                                                                                                                                                                            | \$1.35 Per Certificate, subject to a \$100 minimum                                                                                                                                                                                                   |
| 1203         | New York Surcharge – Filing and Administration                                                                                                                                                                                                                                                                                                 | Included in Base Fee                                                                                                                                                                                                                                 |
|              | <b>Network/Managed Care</b>                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                      |
| 1406         | Network Access Fees <ul style="list-style-type: none"> <li>UnitedHealthcare Choice Plus</li> </ul>                                                                                                                                                                                                                                             | Refer to table above                                                                                                                                                                                                                                 |
| 9938         | Cost Reduction & Savings Program (CRS) (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.)                                                                                                                                                                                               | Refer to table above                                                                                                                                                                                                                                 |
|              | <b>Transplant Solution (TS) Services</b>                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                      |
| 1400         | <b>Transplant Network via Centers of Excellence (COE)</b><br>Customer shall pay UMR administrative fee based upon the Transplant type as follows:                                                                                                                                                                                              |                                                                                                                                                                                                                                                      |
|              | <b>Bone Marrow/Stem Cell</b>                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                      |
|              | Autologous less than 11 days                                                                                                                                                                                                                                                                                                                   | \$5,000 Per Transplant                                                                                                                                                                                                                               |
|              | Autologous 11 or more Days – breast Cancer                                                                                                                                                                                                                                                                                                     | \$10,000 Per Transplant                                                                                                                                                                                                                              |
|              | Autologous 11 or more Days – all other diagnosis                                                                                                                                                                                                                                                                                               | \$20,000 Per Transplant                                                                                                                                                                                                                              |
|              | Allogeneic – related/unrelated                                                                                                                                                                                                                                                                                                                 | \$20,000 Per Transplant                                                                                                                                                                                                                              |
|              | Non-myeloablative BMT - mini                                                                                                                                                                                                                                                                                                                   | \$5,000 Per Transplant                                                                                                                                                                                                                               |
|              | <b>Tandem BMT</b>                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                      |
|              | Auto/Auto                                                                                                                                                                                                                                                                                                                                      | \$10,000 Per Transplant                                                                                                                                                                                                                              |
|              | Auto/Allo Related Mini                                                                                                                                                                                                                                                                                                                         | \$20,000 Per Transplant                                                                                                                                                                                                                              |
|              | Auto/Allo Unrelated Mini                                                                                                                                                                                                                                                                                                                       | \$20,000 Per Transplant                                                                                                                                                                                                                              |
|              | Heart, Single Lung, Heart/Lung                                                                                                                                                                                                                                                                                                                 | \$10,000 Per Transplant                                                                                                                                                                                                                              |
|              | Double Lung, Multi-Organ                                                                                                                                                                                                                                                                                                                       | \$20,000 Per Transplant                                                                                                                                                                                                                              |
|              | Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel                                                                                                                                                                                                                                                                                    | \$20,000 Per Transplant                                                                                                                                                                                                                              |
|              | Kidney                                                                                                                                                                                                                                                                                                                                         | \$3,500 Per Transplant                                                                                                                                                                                                                               |
|              | Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas                                                                                                                                                                                                                                                                                            | \$7,500 Per Transplant                                                                                                                                                                                                                               |
|              | <b>Ventricular Assist Devices (VAD)</b>                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                      |
|              | Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)                                                                                                                                                                                                                                                       | 10% of savings, capped at \$10,000 Per Case                                                                                                                                                                                                          |
|              | Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)                                                                                                                                                                                                                                   | 10% of savings, capped at \$10,000 Per Case                                                                                                                                                                                                          |
|              | Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)                                                                                                                                                                                                                                                       | 10% of savings, capped at \$10,000 Per Year                                                                                                                                                                                                          |
|              | If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged.                                                                                                                                                                                               |                                                                                                                                                                                                                                                      |
|              | If a Participant receives transplant care, but no transplant is performed (“Early Term”), the administrative fee will be 35% of the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. |                                                                                                                                                                                                                                                      |
|              | A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider’s transplant program, (2) cases in which the Participant dies prior to transplant or VAD implant, or (3) cases in which Participant’s coverage ends prior to transplant or VAD implant.                          |                                                                                                                                                                                                                                                      |
|              | <b>Transplant Access Program (TAP) Network</b>                                                                                                                                                                                                                                                                                                 | The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees will not exceed the administrative fee for the corresponding transplant set forth in the table above. |

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

| Service Code                                 | ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | FEE and BASIS                       |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Care Management and Outreach Services</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |
| 0175                                         | Plan Advisor for Participants with IVR (first point of contact for Participants with Plan-related questions. Plan Advisors will also provide other assistance to help Participants effectively utilize and navigate the Plan).                                                                                                                                                                                                                                                                                                                                                                                                                     | Refer to table above                |
| 0701                                         | Stand-alone Case Management (Individual case management services will be provided to Participants who meet the criteria for case management including complex treatment plans, catastrophic events, trauma, chronic illness, behavioral health and substance use disorder. If Medicare is the primary payer for a claim, these services will be provided after Medicare funds have been exhausted.)                                                                                                                                                                                                                                                | Refer to table above                |
| 0702                                         | Utilization Management (Examination of medical services for medical necessity and appropriateness of care prior to services being provided. Certification/ notification for hospital inpatient/outpatient services, durable medical equipment, home health care, behavioral health and other services in accordance with Customer's SPD. Also includes concurrent review, discharge planning, retrospective review, case management screening and independent medical reviews needed for these services when appropriate. If Medicare is the primary payer for a claim, these services will be provided after Medicare funds have been exhausted.) | Refer to table above                |
| 0722                                         | Medicare Utilization and Case Management (Examination of medical services for appropriateness after Medicare funds have been exhausted, and provision of pre-certification for non-Medicare services in accordance with Employer's SPD, transplant management, durable medical equipment review, and non-Medicare case management services.)                                                                                                                                                                                                                                                                                                       | Refer to table above                |
| <b>Claim Services</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |
| 0105                                         | Subrogation Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 30% of recoveries                   |
| 0136                                         | Preferred Stop Loss Interface Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Refer to table above                |
| <b>Other Fees</b>                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |
| 0921                                         | SPD Booklet Preparation Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Included in Base Fee                |
| 0922                                         | SPD Booklet Printing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Cost plus Postage                   |
| 0923                                         | SPD Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Included in Base Fee                |
| 2130                                         | Federal External Reviews                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$500 per review after five reviews |
| 0926                                         | Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included in Base Fee                |
| 0927                                         | Two or more Summary of Benefits and Coverage (SBC) amendments requested by Customer per year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$500 Per SBC Per Benefit Plan      |
| 0928                                         | Inclusion of outside vendor data in Summary of Benefits and Coverage (SBC) document, in UMR's standard format.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$1,000 Per SBC Per Benefit Plan    |
| 0929                                         | Print and Ship Summary of Benefits and Coverage (SBC) to Employee at open enrollment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Cost plus Postage                   |
| 0930                                         | Translation of Summary of Benefits and Coverage (SBC) into non-English text                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Cost of Translation                 |
| 1014                                         | Support for Integrated Rx-Medical Accumulators                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Refer to table above                |
| 1501                                         | Assume Claims Fiduciary Responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Refer to table above                |
| 9933                                         | Teladoc Services (general medicine)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Refer to table above                |
| 0860                                         | Teladoc Services - Behavioral Health                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Refer to table above                |
| <b>Credits</b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |
| 9872                                         | Implementation Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Refer to table above                |
| 0767                                         | Wellness Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Refer to table above                |
|                                              | PEPM means Per Employee Per Month (covered employee)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |

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

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

### **Implementation Credit**

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

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

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Assumes an enrolled employee count within 15% of the quoted employee count of 2,869.
- Assumes an effective date of January 1, 2020.

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

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR \$200,000.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR \$133,333.
- If Customer terminates the Agreement during the third year of the Agreement, Customer shall pay UMR \$66,667.

### **Wellness Credit**

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

**Eligible Services Covered by the Wellness Credit includes:**

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

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

**Conditions:** The following conditions apply to the wellness credit:

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Any unused credit dollars at the end of the specified term are forfeited by the Customer.
- Reimbursement or payment will not be made directly to any person or vendor.
- Approved wellness credit expenses are credited to the ASO fees on the monthly bill.
- Assumes final medical enrollment is within 15% of the quoted employee count of 2,869.

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

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

## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Base Medical Service Fees payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. If the Agreement terminates prior to the Customer's recovery of such credit, UMR shall refund such amount to the Customer for each deviation from the performance guaranteed in this Exhibit (as defined below). Such service fee credit will be granted providing the conditions identified below are met. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period of the Agreement, unless otherwise amended. With respect to the aspects of UMR's performance addressed in this Exhibit, these fee adjustments are Customer's exclusive financial remedies. The first year of the performance guarantees will run for a nine-month period, and will apply to all medical claims processed by UMR from April 1, 2020 through December 31, 2020. Thereafter, the performance guarantees shall be based on medical claims processed during the succeeding twelve-month Agreement year.

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

UMR shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent UMR's failure is due to Customer's actions or inactions that are in violation of the Agreement or if UMR fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or UMR's required compliance with any law, regulation, or governmental agency mandate or anything beyond UMR's reasonable control. Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, UMR may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If UMR specifies new performance guarantees, UMR will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

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

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

### I. Financial Accuracy

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

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

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

## II. Claim Procedural Accuracy

UMR agrees that the Claim Procedural Accuracy will be maintained at a level of ninety-five percent (95%). If the Claim Procedural Accuracy falls below the agreed upon level, UMR will give a credit as stated on the table below.

The Claim Procedural Accuracy percentage will be calculated by dividing the number of services not containing procedural errors in the audit period by the number of services audited during the same period. This will be measured on customer specific results.

| UMR's Performance | Penalty |
|-------------------|---------|
| 95.0% or higher   | 0%      |
| 94.5% to 94.9%    | 1%      |
| 93.0% to 94.4%    | 2%      |
| Less than 93.0%   | 3%      |

## III. Claim Payment Accuracy

UMR agrees that Claim Payment Accuracy will be maintained at a level of ninety-eight percent (98%). If, however, the Claim Payment Accuracy falls below the agreed upon level, UMR will give a credit as stated on the table below.

Claim Payment Accuracy will be calculated by dividing the total number of services not containing payment errors in the audit period by the total number of services audited in that same period. This will be measured on customer specific results.

| UMR's Performance | Penalty |
|-------------------|---------|
| 98.0% or higher   | 0%      |
| 97.0% to 97.9%    | 1%      |
| 95.0% to 96.9%    | 2%      |
| Less than 95.0%   | 3%      |

## IV. Turnaround Time

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

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

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

## V. Customer Service

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

### 1. Average speed-to-answer telephone calls

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

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

## 2. Abandonment Rate

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

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

## 3. Customer Satisfaction Surveys

UMR agrees that on average, ninety percent (90%) or more of survey respondents will be "very satisfied, somewhat satisfied or satisfied" on a UMR standard Customer Service Questionnaire. If less than the agreed upon level of satisfaction percentage is achieved, UMR will give a credit as stated on the table below.

| UMR's Performance | Penalty |
|-------------------|---------|
| 90.0% or higher   | 0%      |
| 85.0% to 89.9%    | 1%      |
| Less than 85.0%   | 2%      |

**Aggregate Penalty:** The aggregate maximum penalty will not exceed 15% of the annual base medical administration fee and the network access fees.

### Performance Guarantee Conditions:

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

#### A. Financial Guarantee

UMR Care Management is willing to place 5 percent of total utilization management and case management fees at risk for a financial guarantee.

| ROI                                              | Penalty |
|--------------------------------------------------|---------|
| Greater than or equal to 3.00                    | 0%      |
| Less than 3.00 but greater than or equal to 2.75 | 1%      |
| Less than 2.75 but greater than or equal to 2.50 | 3%      |
| Less than 2.50                                   | 5%      |

The guarantee is based on the savings methodology utilized by UMR Care Management to determine return on investment at the time the calculation is done.\*

#### B. Care Management Program Satisfaction Guarantee

UMR Care Management is willing to place 5 percent of utilization management and case management fees at risk for satisfaction. For percentages below 85 percent satisfaction with the program, UMR Care Management will pay the percent of our fees indicated in the table below. A minimum of 15 surveys must be returned.

| Satisfaction Score                               | Penalty |
|--------------------------------------------------|---------|
| Greater than or equal to 85%                     | 0%      |
| Less than 85% but greater than or equal to 82.5% | 1%      |
| Less than 82.5% but greater than or equal to 80% | 3%      |
| Less than 80%                                    | 5%      |

#### C. Additional Requirements

1. The Administrative Services Agreement (ASA) must be signed and returned by Columbia Public Schools before performance standards apply.
2. No credits are due to Columbia Public Schools for any periods when Columbia Public Schools fees to UMR are past due or insufficient funds are in Columbia Public Schools bank account to pay claims.

#### \* Case Management Savings Methodology

Case management savings are measured through hard and soft savings achieved during the management of each case. Hard savings include proven cost savings, dollars saved based on negotiated rates for service and/or a change in intensity and duration of service. Soft savings include projection of dollars to be saved based on future reductions, cost savings estimated for alternate care and avoided events, anticipated treatment costs avoided and the impact on an outcome that can be measured financially. This may include avoidance savings, decrease in hospital bed days and alternative funding.

Case management savings are reported monthly and reflect data that includes:

- Current year-to-date (YTD) savings by program. This measure provides an overview on what percentage of the total savings can be attributed to the case management

- program
- Current YTD and prior year savings amounts
- Current YTD and prior year program participants
- Current YTD and prior year average savings per program participant

Savings are achieved through various actions and tasks performed during the case management process. UMR care management actions and tasks include the following:

- Alternative care received
- Care received in a less intensive, lower cost setting
- Negotiations
- Better condition management
- Care not necessary due to condition improvements
- Care ordered but not eligible for coverage

Savings are calculated using the following methodologies:

- Negotiated savings are determined by taking the difference between the standard amount and the negotiated amount, times the number of eligible for coverage units
- Avoided savings are determined by calculating the difference between the requested amount and the eligible for coverage amount, times the standard dollar amount
- If case management results in a transfer of the patient to a less costly setting (for example from hospital to home health), case managers are instructed to record their savings as the difference between the cost of the higher cost setting and the alternative lower cost setting, so as not to overstate the savings
- While it is possible that the employer might incur additional savings due to less time taken as disability, we currently are *not* including this type of savings in our reported savings.

## Account Management

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

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

| UMR's Performance                 | Penalty                                             |
|-----------------------------------|-----------------------------------------------------|
| Average score of 3 or higher      | 0% of medical administration and network access fee |
| Average score of 2.5 through 2.99 | 3% of medical administration and network access fee |
| Average score of 2.0 through 2.49 | 4% of medical administration and network access fee |
| Average score below 2             | 5% of medical administration and network access fee |

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

### Guarantee Conditions:

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

## Account Management Service Scorecard

**Customer Name:**

**Evaluation  
Period:**

**Date Completed:** \_\_\_\_\_

**By:** \_\_\_\_\_

Using the rating guide below, and the definitions provided, please rate our performance for each measurable need for the period indicated above.

**Rating Methodology:**

- 5 - Exceeds Expectations
- 4 - Always Meets Expectations
- 3 - Usually Meets Expectations
- 2 - Sometimes (once in a while) Meets Expectations
- 1 - Consistently Does Not Meet Expectations

| Measurable Need                                                | Rating | Definitions                                                               |
|----------------------------------------------------------------|--------|---------------------------------------------------------------------------|
| 1. Accessibility                                               |        | Able to contact within 24 hours.                                          |
| 2. Responsiveness to issues/questions                          |        | 48 hour return call after issue identification                            |
| 3. Timely notification of problems                             |        | Notification of problems as they are identified                           |
| 4. Coordination of issue resolution                            |        | Updates provided weekly (or agreed upon timeframe) on outstanding issues  |
| 5. Communication of plan's results                             |        | End of the month following reporting period                               |
| 6. Attendance at scheduled meetings                            |        | Attendance at scheduled meetings                                          |
| 7. Delivery of Standard Data Reporting                         |        | 15 business days following reporting period                               |
| 8. Development of comprehensive action plans to resolve issues |        | Action items & activities outlined within 1 week of issue identification. |

**Comments:**

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***In-Network Discount Guarantee Exhibit***

***Columbia Public Schools***

**01/01/2020      through      12/31/2020**

|                                           |              |                     |    |         |
|-------------------------------------------|--------------|---------------------|----|---------|
| Approximate % of ASO Fee at Risk          | 20.0%        | Annual Fees at Risk | \$ | 171,720 |
| ASO Fees at Risk (Per Employee Per Month) | \$5.00       | Fees at Risk per %  | \$ | 34,344  |
| Target In-Network Discount                | <b>53.4%</b> | Number of Employees |    | 2,862   |

| In-Network Discount                    |                       |                   | Amount at Risk PEPM | Amount at Risk |
|----------------------------------------|-----------------------|-------------------|---------------------|----------------|
|                                        | Less than or equal to | 46.3%             | \$5.00              | \$171,720      |
| 46.4%                                  | up to                 | 47.3%             | \$4.00              | \$137,376      |
| 47.4%                                  | up to                 | 48.3%             | \$3.00              | \$103,032      |
| 48.4%                                  | up to                 | 49.3%             | \$2.00              | \$68,688       |
| 49.4%                                  | up to                 | 50.3%             | \$1.00              | \$34,344       |
| <b>Risk Free Corridor &gt;&gt;&gt;</b> | <b>50.4%</b>          | <b>or greater</b> | <b>\$0.00</b>       | <b>\$0</b>     |

**Assumptions:**

Target In-Network Discount Percentage **53.4%**

The discount guarantee will be based on claims incurred from January, 2020 through December, 2020 and paid through March, 2021.

The target discount percentage is based on the current distribution percentage of in-network employees by market and assumes total replacement with UHC Choice Plus.

UMR reserves the right to revise (or revoke) the discount guarantee should there be a significant change in this employee distribution (+/-10% change in enrollment overall or in any of the large markets identified in the employee distribution worksheet), or if the initial enrollment with UMR is less than 2,580 employees.

The in-network discount percentage will be calculated by dividing total in-network discount dollars by total in-network eligible charges.

<sup>1</sup> Total in-network discount dollars include participating provider contracted discounts only and does not include any savings from medical management, care avoided savings, duplicate charges or any other ineligible savings.

<sup>2</sup> Total in-network eligible charges will be participating provider eligible charges minus commercial and Medicare COB claims for participating providers.

***Columbia Public Schools***  
***Market Site Employee Distribution***

| Market Site            | Market Name | Employees    | Percentage of Total Employees |
|------------------------|-------------|--------------|-------------------------------|
| 511                    | Columbia    | 2,811        | 98.22%                        |
| All Other              |             | 51           | 1.78%                         |
| <b>Total Employees</b> |             | <b>2,862</b> | <b>100.00%</b>                |

| UMR Implementation Guarantees*                                                                                                                                                                                                                                                                                                                                               |                                                                                                                             |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------|
| Columbia Public Schools                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                             |          |
| Effective Date                                                                                                                                                                                                                                                                                                                                                               | 1/1/2020                                                                                                                    | DUE      |
| Definition                                                                                                                                                                                                                                                                                                                                                                   | <b>ID cards generated by UMR will be mailed</b>                                                                             |          |
| <b>If all Customer Contingencies met</b>                                                                                                                                                                                                                                                                                                                                     | Provide notice of award and benefits in the form of SPDs or plan documents                                                  | 12/20/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Approve account structure                                                                                                   | 09/13/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide complete and accurate electronic eligibility test file, if applicable                                               | 10/09/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide complete and accurate eligibility production file (electronic or spreadsheet)                                       | 10/24/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide complete and accurate eligibility production file (electronic or spreadsheet)                                       | 11/18/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Approve ID card proof                                                                                                       | 11/20/19 |
| Payment Period                                                                                                                                                                                                                                                                                                                                                               | One time                                                                                                                    |          |
| Fees at Risk                                                                                                                                                                                                                                                                                                                                                                 | Percentage of first year's medical and network access fees at risk for this metric                                          | 2.5%     |
| Definition                                                                                                                                                                                                                                                                                                                                                                   | <b>Procedures and systems in place to begin processing medical claims</b>                                                   |          |
|                                                                                                                                                                                                                                                                                                                                                                              | If accumulator files and other information from prior administrator <b>not</b> required                                     | 01/03/20 |
|                                                                                                                                                                                                                                                                                                                                                                              | <b>OR</b>                                                                                                                   |          |
|                                                                                                                                                                                                                                                                                                                                                                              | If accumulator files and other information from prior administrator are required                                            | 01/24/20 |
| <b>If all Customer Contingencies met</b>                                                                                                                                                                                                                                                                                                                                     | Provide notice of award and benefits in the form of SPDs or plan documents                                                  | 09/13/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide all network information, including all network provider demographics, fee schedules, contracts, etc., if applicable | 09/13/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide information regarding all vendor connections, including contacts, file feed requirements, etc.                      | 09/13/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Approved account structure and installation documents and provide all information requested for set up                      | 10/09/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide test file of all accumulators to be transferred                                                                     | 12/02/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide complete and accurate eligibility production file (electronic or spreadsheet)                                       | 11/18/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide complete production file of all accumulators to be transferred                                                      | 01/10/20 |
|                                                                                                                                                                                                                                                                                                                                                                              | <b>Customer banking:</b>                                                                                                    |          |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide completed MICR spec sheet, bank contact and issue file layout                                                       | 11/15/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide approval of test file and confirmation bank is ready if positive pay requested                                      | 12/13/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | <b>OR</b>                                                                                                                   |          |
|                                                                                                                                                                                                                                                                                                                                                                              | <b>Custodial banking:</b>                                                                                                   |          |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide bank account set up information                                                                                     | 11/29/19 |
|                                                                                                                                                                                                                                                                                                                                                                              | Provide required deposit amount                                                                                             | 12/30/19 |
| Payment Period                                                                                                                                                                                                                                                                                                                                                               | One time                                                                                                                    |          |
| Fees at Risk                                                                                                                                                                                                                                                                                                                                                                 | Percentage of first year's medical and network access fees at risk for this metric                                          | 2.5%     |
| <b>* Implementation guarantees do not apply if system development is required, which is often not determined until more details are provided during the implementation process.</b> The contingency and deliverable dates in this document do not apply to UMR's creation of the Summary of Benefits and Coverage (SBC) for Customer, if Customer elects UMR's SBC Services. |                                                                                                                             |          |

## **EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between UMR, Inc. on behalf of itself and its affiliates (“Business Associate”) and Columbia Public Schools (“Covered Entity”) and is effective on January 1, 2020 (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; except that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule.
- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.

- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

### **3. RESPONSIBILITIES OF COVERED ENTITY**

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

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

### **4. PERMITTED USES AND DISCLOSURES OF PHI**

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

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 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.

## EXHIBIT E –HEALTH ACTION COUNCIL ADDENDUM

**Section 10.13 Health Action Council.** The parties' obligations with respect to participation in the Health Action Council Health Program are outlined in the Health Action Council Addendum attached to this Agreement.

### Section 1 Definitions

(1) The following definitions and sections are specific to administration of the Health Action Council Health Program. Other terms used in this Exhibit have the meanings set forth in the Agreement.

**HAC:** Health Action Council.

**HAC Participating Member:** An Employer or fund that is a member, in good standing, of the HAC that elects to receive services from UMR pursuant to the Agreement.

**Health Action Council Health Program:** The program whereby HAC Participating Member may procure services from UMR for self-funded products and related administration through HAC which provides specified services, clinically integrated case management, and financial incentives for HAC Participating Member as described in the Agreement and/or this Exhibit.

(2) The definition of Proprietary Business Information set forth in the Agreement is revised to include the following:

Proprietary Business Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party without the use of the Proprietary Business Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party.

### Section 2 Claims Administrator Responsibilities

**Section 2.1 HAC Best Price Guarantee.** HAC Participating Members participating in the Health Program will benefit from the HAC Best Price Guarantee.

The HAC Best Price Guarantee will guarantee that the administrative fees for the products and services offered from Claims Administrator will be at least equal to or better than what a HAC Participating Member could otherwise secure through participation with Claims Administrator, outside of the Health Program.

The guarantee applies to:

- New Business Customers for Non HAC Participating Members who become HAC Participating Members effective January 1, 2019 or later.
- Existing HAC Participating Members as of December 31, 2018.

The guarantee does not apply to:

- Existing Claims Administrator Customers who become HAC Participating Members as of January 1, 2019 or later.

Current or eligible HAC Participating Members that have certain purchasing discount programs available to them or other similarly reduced administrative fees, must select either the fees available under the HAC Best Price Guarantee or the fees available through the purchasing discount programs available to it or other similarly reduced administrative fees. Such current or eligible HAC Participating Members are not entitled to simultaneously receive both sets of fees and/or stacked discounts.

Upon written request by HAC or a HAC Participating Member and subject to the conditions outlined below, Claims Administrator will permit a mutually agreed upon, neutral third party (the "Validation Auditor") to review information regarding Claims Administrator's proposed pricing, specific to a HAC Participating Member, in order to validate that such proposed pricing is at least as favorable as the pricing that the impacted HAC Participating Member could otherwise secure through participation with Claims Administrator, outside of the Health Program on a new business

basis beginning January 1, 2019. In order to conduct this review, the Validation Auditor must execute a nondisclosure and audit agreement, in a form and with content mutually agreed upon by HAC and/or the HAC Participating Member, as applicable, and the Claims Administrator.

Should a pricing discrepancy contrary to the HAC Best Price Guarantee be identified, Claims Administrator will offer a proposal with respect to the impacted HAC Participating Member's pricing that brings such pricing into compliance with the HAC Best Price Guarantee. If the Claims Administrator does not offer a proposal that addresses the pricing discrepancy within ten (10) business days after receiving written notification of a validated discrepancy in pricing, Claims Administrator will pay an amount equal to 10% of the impacted HAC Participating Member's total medical administration fees within sixty (60) days of the impacted HAC Participating Member's contract effective date with Claims Administrator and on each anniversary of the contract effective date with the Claims Administrator during the term of the Agreement, until such time that the pricing discrepancy is addressed.

**Section 2.2 Responsibility for National and Local Account Management.** HAC Participating Member will be assigned a designated account manager and team to manage the local relationship.

**Section 2.3 Data Breach Protection.** In the event a violation of the Privacy Rule or the Security Rule poses a risk to a Participant's identity, UMR agrees to pay for the cost of credit monitoring services for one year after any such violation for each affected Participant or dependent of HAC Participating Member.

**Section 2.4 Administrative Fee Paid by UMR to HAC.** HAC acts as a group purchasing organization, negotiating purchasing arrangements and providing administrative services for HAC Participating Member. For these services provided by HAC to HAC Participating Member, UMR will administer payment of administrative fees received from HAC Participating Member and payable to HAC as follows:

After receipt of invoices from HAC, UMR shall, on behalf of HAC Participating Member, forward to HAC a \$.25 per employee per month (PEPM) administrative fee.

Separate from the amount described above, on an annual basis, beginning January 1, 2019, after receipt of invoices from HAC, UMR shall pay to HAC annual administrative and marketing fees. These amounts are payable by UMR, and UMR will not charge or directly deduct such amount from administrative fees paid by HAC Participating Member.

### **Section 3: HAC Participating Member Permissions and Acknowledgements**

**Section 3.1 Audits.** Subject to the audit rights set forth in Section 4.4 of the Agreement, HAC Participating Member may designate HAC (which includes a HAC designee) to audit on behalf of HAC Participating Member. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement. In the event HAC Participating Member designates HAC or another mutually agreeable entity to conduct an audit on behalf of HAC Participating Member, HAC's or such mutually agreeable entity's audit rights are limited to those outlined in such Section 4.4.

**Section 3.2 Sharing Information with HAC.** Customer hereby permits UMR to periodically share reporting with HAC that identifies the administrative services Customer has elected, Customer's average subscriber counts, and the per employee per month administrative fees UMR charges Customer.

**3.3 Customer Specific Provider Network Arrangements.** In the event Customer directly enters into a Customer Specific Provider Network arrangement:

- (1) the parties shall outline such arrangement under the Agreement,
- (2) upon advance written notice to Customer, UMR retains the right to modify any clinical support services or Performance Guarantees that UMR determines, in its sole discretion, are impacted by the UMR Specific Provider Network Arrangements;
- (3) UMR, in its sole discretion, shall determine whether it will facilitate claim payments to providers on behalf of Customer for Customer Specific Provider Network Arrangements and reserves the right to charge an additional fee to administer claims under a Customer Specific Network Arrangement, and
- (4) Customer acknowledges that the Customer Specific provider Network Arrangement may conflict with UMR's existing Network Provider agreements.

## Section 4: HAC Credit Changes

**Section 4.1 Aggregated Growth Credit.** HAC Participating Member will be eligible for changes in its annual growth credit as described in this section. Any applicable growth credit shall be set forth in Exhibit B – Fees of the Agreement for the relevant year. Once a year, UMR will determine such annual growth credit changes based on change in net new subscriber enrollment as of February 1 among all HAC Participating Members. Any net growth credit changes to HAC Participating Member service fees will be applied on the anniversary date for HAC Participating Member. The effective date of such annual growth credit will be retroactive to January 1<sup>st</sup> of that year and typically applied to the March invoice.

**Section 4.2 Renewal Loyalty Credit.** HAC Participating Member will be eligible for a Renewal Loyalty Credit as set forth in Exhibit B – Fees of the Agreement. Any Renewal Loyalty Credit will be applied on the three-year renewal anniversary date for a renewing HAC Participating Member. The effective date of such Renewal Loyalty credit will be retroactive to January 1<sup>st</sup> of that year and applied to March invoices of HAC Participating Member.

## Section 5: Representations and Warranties

**Section 5.1 Due Organization.** Each party is duly organized and validly existing under the laws of the jurisdiction of its organization and has all requisite power and authority to execute and deliver the Agreement and carry on its business as now being conducted by it, and is in good standing or duly registered with the appropriate authority in each jurisdiction in which the nature of business conducted therein by it requires it to be qualified therein to do business.

**Section 5.2 Authority.** Each party has taken all action necessary for the authorization, execution, delivery and performance of the Agreement, which has been duly executed and delivered by such party and, when executed by the other party, constitutes the valid and binding obligation of such party, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights.

**Section 5.3 No Conflict.** Neither the execution nor delivery of the Agreement, including this Health Action Council Addendum, nor the consummation of the transactions contemplated by the Agreement, including this Health Action Council Addendum, nor the fulfillment of or compliance with the terms and conditions of the Agreement, including this Health Action Council Addendum will conflict with any law, order, judgment or decree applicable to each party or with each party's charter documents, or result in a breach of or constitute a default under or conflict with any material contract, agreement, instrument to which such party is a party of by which it or its properties are bound.

**Section 5.4 Reporting.** To the extent UMR receives valid social security numbers for HAC Participating Member's Plan Participants and beneficiaries, UMR acknowledges that it is a Responsible Reporting Entity ("RRE") under the Medicare, Medicaid and SCHIP Extension Act of 2007 and represents and warrants that it will perform its services under this Agreement in full compliance with the requirements thereof relating to an RRE.

## Section 6: Termination

The Section 9.2 Termination Events of the Agreement is deleted in its entirety and replaced with the following:

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

- (1) The Plan terminates;
- (2) Both parties agree in writing to terminate the Agreement;
- (3) After the Initial Term, either party gives the other party at least one hundred twenty (120) days prior written notice;
- (4) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement;
- (5) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement;

- (6) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within sixty (60) days after being notified in writing by the other party;
- (7) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code;
- (8) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party within thirty (30) calendar days of receipt of notice from any state or other jurisdiction notifying a party of potential. The Agreement will continue to apply in all other states or jurisdictions; or
- (9) As otherwise specified in this Agreement.

## **Section 7: Assignment**

The Section 10.2 Assignment of the Agreement is deleted in its entirety and replaced with the following:

Except as provided in this paragraph, neither Party can assign the Agreement or any rights or obligations under the Agreement to anyone without the other Party's prior written consent. That consent will not be unreasonably withheld. Nevertheless, UMR can assign the Agreement, including all of UMR's rights and obligations to UMR's affiliates, to an entity controlling, controlled by, or under common control with UMR, or a purchaser of all or substantially all of UMR's assets, subject to notice to HAC and HAC Participating Member of the assignment. If UMR assigns the Agreement, UMR shall assure that the assignee fulfills all the obligations undertaken by UMR in the Agreement.

## **Section 8: Miscellaneous**

**Section 8.1 No Third Party Beneficiaries.** Other than as provided in Section 2.4 of this Addendum, nothing in the Agreement, including this Addendum, shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 8.2 Service of Legal Process.** HAC Participating Member designates HAC, or its designee, as its agent for service or process. HAC's designated agent for service of process is as follows:

Executive Director  
Health Action Council Ohio  
Rockside Square II  
6133 Rockside Road  
Independence, OH 44131

**Section 8.3 Compelled Disclosures.** To the extent a Party is compelled by law, court order, subpoena or other legal requirement to disclose Proprietary Business Information or UMR's Financial PBI, the receiving Party shall notify the disclosing Party and provide a reasonable opportunity and cooperation to object or seek an appropriate protective order or redaction of any Proprietary Business Information or UMR's Financial PBI prior to disclosure. If a protective order or other remedy is not obtained, the receiving Party will furnish only that portion of the Proprietary Business Information or UMR's Financial PBI that it is advised, by written opinion of counsel, is legally required.