ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this "Agreement") between United HealthCare Services, Inc. on behalf of its affiliate, United Behavioral Health (branded as Optum) ("Optum") Pinellas County, a political subdivision of the State of Florida, ("PLAN") has a services start date of January 1, 2020 (the "Effective Date"). Optum and PLAN may be referred to herein individually as a "party" or collectively as the "parties." This Agreement sets forth the terms and conditions under which Optum will provide certain services to PLAN in connection with mental health and substance use disorder benefits for the products identified herein for individuals enrolled in health benefit plans.

SECTION 1
DEFINITIONS

For the purposes of this Agreement, the capitalized terms shall have the meanings set forth below:

Affiliate includes each and every entity or business concern, now or at any time during the Term of this Agreement, with which Optum, directly or indirectly, in whole or in part, either (i) owns or controls; (ii) is owned or controlled by; or (iii) is under common ownership or control.

Affiliated Employer means each affiliate of PLAN that is covered under the Benefit Plan and makes a single "controlled group" as defined by ERISA and/or the United States Internal Revenue Code of 1986, as amended from time to time.

Applicable Law are all applicable statutes, or ordinances, rules and regulations of any and all federal, state and municipal regulatory authorities or organization, including all applicable state privacy and consumer protection statutes, ordinances, rules and regulations as applicable to the subject matter and the respective obligations and performance of each party under this Agreement.

Benefit Plan is each ERISA Self-Funded plan of health care coverage to which this Agreement applies and has the meaning set forth in ERISA and also includes any, plan, fund, or program which was or is hereinafter established, but only with respect to the portions relating to benefits that Optum is administering, as described in the Summary Plan Description or other applicable Plan Documents that contains the terms and conditions of a Covered Person's coverage for health care services under which Payer is obligated to

provide coverage of Covered Services for a Participant as identified in Exhibit A. This Agreement is not, and shall not be, deemed or construed to modify the obligations established by the Benefit Plan.

Clean Claim is, unless otherwise required by Applicable Law, a claim which (a) is submitted within the proper timeframe as set forth in this Agreement and (b) has (i) detailed and descriptive medical and patient data, (ii) a corresponding referral (whether in paper or electronic format), if required for the applicable claim, (iii) whether submitted via an electronic transaction using permitted standard code sets as required by the applicable Federal or state regulatory authority or otherwise, all the date elements of the UB-92 or HCFA-1500 (or successor standard) forms, (c) does not involve coordination of benefits and (d) has no deficit or error that prevents timely adjudication.

Copayment means an amount, if any, identified in a Benefit Plan or EAP that is due and payable by a Covered Person directly to a Provider for a specific MH/SUD Service or EAP. Copayments typically are described as a flat dollar amount for each particular type of service or supply.

Coinsurance means an amount, if any, identified in a Benefit Plan or EAP that is due and payable by a Covered Person directly to Providers for specific MH/SUD Services or EAP, independent of any required Copayments or Deductibles. Coinsurance amounts typically are described as a percentage of the Provider's charges or contracted fees for the applicable services or supplies.

Covered Person is an Employee who is eligible for and properly enrolled and covered under a Benefit Plan.

Covered Person Expenses are the out-of-pocket financial responsibility that Covered Persons are required to pay for Covered Services according to the Covered Person's Benefit Plan or EAP (if applicable), including Copayments, Deductibles, and Coinsurance.

Covered Services means those MH/SUD Services and/or available EAP services as defined herein that are (a) not an excluded benefit but is available as covered benefits under the Covered Person's Benefit Plan or EAP; (b) are Medically Necessary and determined by Optum, the Plan Sponsor or its delegate, as applicable; (c) and is within Optum's obligations pursuant to the Mixed Services Protocol as identified in Exhibit B.

Credentialing Authorities is the applicable regulatory authority to the extent it regulates and monitors Credentialing requirements, including but not limited to, the National

Committee for Quality Assurance ("NCQA"), and other state and federal regulatory authorities.

Credential and Re-credential is the evaluation and verification of a Provider's qualifications and competence to practice his/her profession without restriction and to provide health care services as a Participating Provider to Covered Persons in satisfaction in accordance with Optum's policies and procedures and the Credentialing Authorities.

Customary Charge is the fee for MH/SUD Services charged by Participating Providers that does not exceed the fee Participating Provider would ordinarily charge another person regardless of whether the person is a Covered Person.

Deductible is an amount for MH/SUD Services and/or other health care services that a Covered Person must pay before the Covered Person is eligible for coverage under the Benefit Plan or EAP.

Delegated Activities means those specific activities as expressly described in the Agreement for which responsibility has been delegated by PLAN to Optum pursuant to this Agreement.

Employee means any individual employed or previously employed by the PLAN or an Affiliated Employer.

Employee Assistance Program or EAP means services designed to assist Covered Person, their eligible dependents, and PLAN in finding solutions for personal and workplace problems.

Employer means any person acting directly as an employer, or indirectly in the interest of an employer, in relation to a Benefit Plan, and includes a group or association of employers acting for an employer in such capacity, including but not limited to PLAN.

ERISA means the Employee Retirement Income Security Act of 1974, 29 U.S.C., Section 901, et seq. as amended from time to time, including all rules and regulations promulgated thereunder.

Facility is any hospital, treatment center or other treatment facility that is an independent contractor and duly licensed or certified by the state in which it is located to furnish MH/SUD Services or EAP when such an individual is acting within the scope of his or her license or certification.

HIPAA means Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").

Material Breach is a party's failure to perform any obligation under this Agreement that materially prejudices the rights of the other party hereunder.

Medically Necessary or Medical Necessity except as otherwise required by Applicable Law means the health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease, and (c) not primarily for the convenience of the patient, physician or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury, or disease. For these purposes "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, or otherwise consistent with physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

Mental Health Parity and Addiction Equity Act ("MHPAEA") - MHPAEA requires managed care plans that cover MH/SUD Services, to offer and ensure coverage for those services that is no more restrictive than the coverage for medical/surgical conditions. PLAN shall be fully responsible for compliance with MHPAEA.

MH/SUD Services means those health services and supplies for the diagnosis and treatment of mental health or substance use disorder diagnoses or services that are a Covered Service in accordance with the terms and conditions of the Covered Person Benefit Plan and/or as required by Applicable Law and are not excluded nor Optum's responsibility pursuant to the Mixed Services Protocol Appendix. MH/SUD Services may or may not be part of the Covered Services.

Negotiated Rate Schedule is the schedule of rates that a Participating Provider has agreed to accept as payment in full for services provided to Covered Persons.

Network is the group of contracted Participating Providers Optum or an Optum Affiliate maintains in accordance with each of the Provider's respective Participating Provider

Agreement and administered by Optum in accordance with Optum's policies and procedures.

Participant means the Covered Person or dependent thereof who is or may become eligible to receive Covered Services, and who is properly enrolled in and covered by the Benefit Plan or EAP, as applicable.

Participating Provider is a Credentialed Provider who at the time of delivering MH/SUD Services or EAP to Covered Persons has a valid active Participating Provider Agreement with Optum, directly or through an Affiliate to deliver MH/SUD Services or EAP to Covered Persons.

Participating Provider Agreement is the written agreement that Optum or an Optum Affiliate has with a Provider or any other arrangement or accommodation which sets forth the terms and conditions under which the Provider participates in Optum's Network and agrees to provide Covered Services to Covered Persons pursuant to the terms and conditions of such understanding including any Negotiated Rate Schedule which establishes a Participating Provider relationship.

Payer is a person or entity that has the financial responsibility to fund the payment of MH/SUD Covered Services under the Covered Person's Benefit Plan or EAP. A Payer may include, as applicable the Self-Funded, PLAN, an insurer or carrier, or any other person or entity.

Plan Administrator has the meaning set forth in ERISA and currently means: (a) the person specifically so designated by the terms of the instrument under which the Benefit Plan is operated; (ii) if an administrator is not so designated, the Plan Sponsor; or (c) in the case of a Benefit Plan for which an administrator is not designated and a Plan Sponsor cannot be identified, such other person as may be prescribed by regulation.

Plan Document (e.g. "Summary Benefit Plan Description" or "SPD," or "Certificate of Coverage," "Certificate of Insurance," "Employee Assistance Program," or a trust agreement) means documents provided to Participants that are required by ERISA and are prepared by the Plan Administrator and any other documents that are provided to Covered Persons describing the coverage offered under a Benefit Plan or EAP and the terms and conditions of that coverage including the Services covered by this Agreement; the requirements respecting eligibility for participation and benefits offered under the Benefit Plan or EAP, or any other similar information.

Plan Sponsor has the meaning set forth in ERISA and currently means: (a) the Employer in the case of an Benefit Plan established or maintained by a single Employer; (b) the employee organization in the case of a Benefit Plan established or maintained by an employee organization, or (c) in the case of a Benefit Plan established or maintained by two or more Employers or jointly by one or more Employers and one or more employee organizations, the association, committee, joint board of trustees, or other similar group of representatives of the Parties who establish or maintain the Benefit Plan.

Practitioner is an independent contractor who is qualified and duly licensed and/or certified by the state in which he or she is located to furnish MH/SUD Services or EAP when such an individual is acting within the scope of his or her license or certification.

Protected Health Information ("PHI") means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

Protocols are the programs, protocols and administrative procedures adopted by Optum and approved by Payer that Optum follows in providing Services and doing business with Payers under this Agreement. These Protocols may include, among other things, Credentialing and Re-Credentialing processes, utilization management and care coordination processes, quality improvement, peer review, Covered Person grievance, concurrent review, or other similar Payer programs. The Protocols may change from time to time.

Provider means a Practitioner or Facility.

Provider Records include all medical, financial and administrative records related to MH/SUD Services or EAP rendered by Participating Providers under this Agreement.

Regulatory Agency means any regulating or governing body or agency, whether state, federal, local or otherwise that has authority over the PLAN, Benefit Plans, EAP, Optum, or the performance of the parties under this Agreement.

Self-Funded means that the Payer is the Employer of the Covered Person and that such Payer has the sole responsibility to pay, and provide funds, to pay for all benefits and claims under such Benefit Plan. Neither Optum nor its Affiliates has any liability or responsibility to provide these funds, even if Optum or its Affiliates has a Stop Loss Agreement in place for the Benefit Plan.

Service Area is the geographic area in which a PLAN is authorized to provide coverage for health services, including MH/SUD Services and EAP, to Covered Persons, and as may otherwise be limited in area by the Covered Person's Benefit Plan or EAP (i.e. by county).

Services are the core administrative services and associated products that Optum provides or arranges under this Agreement as set forth in Exhibit A attached hereto.

Statement of Work ("SOW") means that document that may be entered into between the parties or an Affiliate that describes the services and terms and conditions related to such services.

Tax or Taxes means a charge imposed, assessed or levied by any federal, state, local or other governmental entity, including without limitation, local, state or Federal Taxes, surcharges, fees and assessments.

Total Monthly Fee is the sum of the monthly fees due and owing for Services under this Agreement as expressly stated and set forth in Exhibit A.

SECTION 2
BENEFIT PLAN and REPRESENTATIONS

2.1 Responsibility for the Benefit Plan. Optum is not the Plan Administrator of the Benefit Plan. Any references in this Agreement, or elsewhere, to Optum administering the Benefit Plan are descriptive only and do not confer upon Optum anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires Optum to have the fiduciary responsibility for a Benefit Plan administration function, PLAN has the sole responsibility for all obligations provided by the Benefit Plan, the Plan Sponsor, and the Plan Administrator under ERISA and any other Applicable Laws, including but not limited to benefit design and preparation, content and regulatory compliance of the Plan Documents.

2.2 Provision of Plan Documents.

A. PLAN will provide Optum with the Plan Documents prior to the Effective Date and prior to any distribution thereof to Participants or third parties.

B. PLAN is responsible for printing, maintaining a supply of and distributing to Participants the Plan Documents and all other information and forms necessary for Participants' enrollment and continued eligibility for Services under the Benefit Plan.

2.3 Benefit Plan Changes. PLAN agrees to provide Optum with advance notice of any change or modification to Plan Documents or any Benefit Plan at least one hundred and twenty (120) days prior to the effective date of any such change. If Optum determines it is unable to implement such a change, Optum may terminate the Agreement by providing sixty (60) days advance written notice to PLAN and will not be obligated to comply with such change during the notice period.

2.4 Benefit Plan Consistent with this Agreement. PLAN represents and warrants that the Plan Documents are consistent with this Agreement.

2.5 Affiliated Employers. PLAN represents and warrants that together PLAN and any of its Affiliated Employers covered under the Benefit Plan make up a single "controlled group" as defined by ERISA. PLAN agrees to provide Optum with a list of such Affiliated Employers covered under the Benefit Plan upon request.

SECTION 3
PLAN'S RESPONSIBILITIES

3.1. Compensation. PLAN will compensate Optum the Total Monthly Fee in the amounts and manner as set forth in Exhibit A and elsewhere in this Agreement.

3.2. Offer of Coverage. PLAN shall offer Optum services to all eligible Employees and Participants as available in accordance with the terms of the Benefit Plan.

3.3. Retention of Responsibility. PLAN acknowledges that its responsibilities are in no way lessened by entering into this Agreement, and that any powers not specifically delegated to Optum by this Agreement remain with PLAN. Nothing in this Agreement constitutes nor shall be construed as constituting delegation of PLAN's responsibility for the establishment and oversight of PLAN's policies, management and operations regarding Covered Persons, including but not limited to:

(a) The Plan Administrator and Plan Sponsor have the exclusive and ongoing right and responsibility for management of PLAN's business and operations and the ultimate authority and control over the overall operations, policies, assets, investments, statutory and regulatory compliance and business of PLAN including without limitation , fiscal stability, and ethical matters;

(b) independent adoption and enforcement of policies affecting management, contract delivery, quality assurance, or utilization management/review programs and operations;

(c) ensuring that PLAN shall not discriminate in enrollment or provision of services based on race, color, sex, age, religion, national origin, or source of payment;

(d) compliance with Applicable Law, including but not limited to MHPAEA;

(e) level of services provided, and quality of care rendered during the term of this Agreement;

(f) oversight of any Delegated Activities and management functions related thereto; PLAN will retain the right to exclude any Provider from participation in any or all of PLAN's Benefit Plans; and

(g) primary responsibility for the development and implementation of PLAN's fraud and abuse prevention plan.

3.4. PLAN's Duties. PLAN shall perform the following:

(a) PLAN shall establish and communicate to Optum all procedures, protocols and guidelines relating to the day-to-day operation of PLAN which are necessary to allow PLAN to meet their obligations and performance in accordance with the terms of this Agreement;

(b) PLAN shall be responsible for performing or obtaining any services and satisfying all obligations which are not specifically identified as Optum Services in this Agreement and PLAN agrees that Optum's obligations are limited only to the Services specifically described in this Agreement;

(c) PLAN shall permit Optum, during regular business hours, to examine pertinent records related to obligations PLAN owes to Optum, including without limitation, eligibility and enrollment data and Total Monthly Fee payments.

(d) PLAN will provide Optum with all information and documents Optum reasonably requires to perform its obligations under this Agreement. PLAN shall provide the information and documents upon Optum's reasonable request and prior to execution of this Agreement and prior to any modification thereto in order to allow Optum to review such information/documents, identify any concerns, and to understand its obligations thereunder; and

(e) Track, administer, ensure that Optum receives timely information, in mutually agreeable format necessary for Optum to perform under this Agreement and in accordance with the Benefit Plan and Applicable Law.

3.5. Providing Funds for Claims Payment. PLAN shall have full financial responsibility for funding the cost of claims for MH/SUD Services along with any applicable Taxes, fees and assessments and for funding arrangements in accordance with Exhibit C.

3.6. PLAN Monitoring and Oversight. PLAN, or its designee, shall conduct ongoing monitoring and oversight of those Delegated Activities to Optum under this Agreement in accordance with Applicable Law. If PLAN determines there is an issue with Optum's compliance under this Agreement and PLAN determines that it will not terminate the Agreement, the parties shall work together in good faith to develop and implement a corrective action plan as necessary.

3.7. Compliance with Applicable Laws and Licensure. PLAN represents and warrants that the Benefit Plans and PLAN is in compliance in all respects with all Applicable Laws, including those promulgated under HIPAA and MHPAEA, that pertain to PLAN's business and the Benefit Plans. Without limiting the foregoing, PLAN is solely responsible for the administration of Benefit Plan designs and to ensure MHPAEA compliance. PLAN represents and warrants that each Benefit Plan has been tested for MHPAEA compliance and that each Benefit Plan is MHPAEA compliant and that the terms and conditions of this Agreement do not alter a Benefit Plan's design or compliance. PLAN will also maintain those licenses required of PLAN for the Benefit Plans and to operate PLAN's business.

3.8. Benefit Plan Documents. PLAN is solely responsible for the preparation and contents of any Plan Documents, insurance policies, and related materials and compliance of all such documents with Applicable Laws. PLAN represents and warrants that all such documents are consistent with this Agreement. PLAN agrees that the Benefit Plans will not provide greater coverage than the MH/SUD Services for Covered Services defined in this Agreement and that Optum is not responsible for MH/SUD Services that are excluded under this Agreement or otherwise are non-Covered Services. PLAN will provide Optum with all applicable Plan Documents, Benefit Plans, and other documents governing the terms of the Benefit Plans prior to the Effective Date for Optum's review.

3.9. Benefit Plan Changes. PLAN will provide advance written notice to Optum of any change to a Benefit Plan or EAP that impacts or changes any obligation or

service Optum is required to perform under this Agreement. Such notice will be made within a reasonable period of time prior to the change becoming effective to allow Optum to implement and review as appropriate and on terms and conditions mutually agreed upon in writing, including but not limited to PLAN reimbursing Optum for Optum's costs and expenses required to implement the change.

3.10. Notice to Covered Persons. PLAN will give Covered Persons and/or Participants the information and documents they need to enroll in a Benefit Plan and/or obtain Covered Services within a reasonable period of time before coverage begins or as soon as possible thereafter if such information is not available prior to the effective date of coverage. In the event this Agreement is terminated, PLAN will notify all Covered Persons and Payers of the discontinuance of Services provided under this Agreement by Optum. Additionally, PLAN is responsible: to distribute any rights and responsibilities statement to its new and existing Participants and information about benefits and access to MH/SUD Services upon enrollment and annually thereafter; as well as any and all materials and information related to the Benefit Plan, including but not limited to notices, brochures, and newsletters; to notify Participants of eligibility requirements; and if a Participants does not meet the eligibility guidelines established by PLAN.

3.11. Responsibility for Information. PLAN shall provide Optum, in a manner, format and frequency as mutually agreeable information Optum requires to perform under this Agreement, including; (i) no less than biweekly, information regarding a Covered Person's eligibility and enrollment information including a listing of all eligible Covered Persons, and a listing of all Covered Persons who have been added or deleted from the prior month, including the effective date of each such enrollment or disenrollment and/or termination of coverage; (ii) Benefit Plans including the identification of the type and design of benefits; (iii) Plan Documents; (iv) Covered Person Expenses and accumulator information applicable to the Covered Person; and (v) other information as reasonably requested by Optum to allow Optum to perform it obligations under this Agreement. Optum shall be entitled to rely on the most current information received and loaded by Optum pursuant to Optum's standard processes from PLAN or its designee for purposes of processing claims, determination of Covered Person eligibility, available Benefit Plan benefits, and for otherwise providing Services under this Agreement, including but not limited to the information identified above in 3.11 (i)-(v). PLAN understands and agrees that Optum is not responsible for any errors, delay or non-performance of its obligations under this Agreement to the extent the error, delay or non-performance is caused or contributed to by PLAN's or PLAN's agent's failure to perform or furnish complete eligibility data or any other required

information described in this Agreement timely or accurately. Further PLAN shall be responsible for any claims paid or denied in error in reliance on information made available to Optum from PLAN or its agent. PLAN agrees that Optum will have no liability to PLAN or any Participant as a consequence of incomplete, inaccurate, or untimely information provided to Optum by PLAN or its agents. PLAN understands that an additional fee, and/or a recalculation of performance standards may be required if Optum is required to take corrective action as a result of such incomplete, inaccurate, or untimely information. Optum is not required to make retroactive eligibility changes or to process or reprocess claims as a result of retroactive eligibility changes, and that any such processing or reprocessing may be at an additional fee to PLAN.

3.12. Responsibility for the Benefit Plans. PLAN accepts total responsibility for the Benefit Plans and Plan Documents for purposes of this Agreement, including but not limited to the design, compliance, administration, and appeals, and PLAN has delegated Optum with the responsibility to administer the plan according to its terms and final authority on eligibility determinations. PLAN will be the final authority on any requests for exceptions for those individuals who meet eligibility requirements.

3.13. Service Area Expansion. If PLAN expands PLAN's Service Area, PLAN agrees to provide no less than sixty (60) days advance written notice to Optum of such expansion. PLAN will work in good faith with Optum on terms and conditions mutually acceptable to expand the Service Area.

3.14. Taxes & Assessments. Contractor acknowledges that is not subject to any state or federal sales, use, transportation and certain excise taxes.

3.15. Tax Reporting. PLAN is solely responsible for satisfying any Tax or other reporting obligations that may arise in relation to the payment of any benefits to Covered Persons, including, but not limited to Forms 5500.

3.16. Identification Cards. PLAN shall ensure that Covered Persons receive an identification card containing proper notifications and Benefit Plan contact information, including without limitation, MH/SUD Services contact/telephone information, pertinent claims filing, eligibility verification, and network for such Benefit Plan, and other information as may be required by Applicable Law.

3.17. Appeals/Complaints/Grievances. Optum will conduct appeals and handle grievances concerning mental health and substance abuse claims in the same

manner and under the same terms as provided in the Administrative Services Agreement between United Healthcare and Pinellas County Board of County Commissioners effective January 1, 2017 including handling all 1st and 2nd level appeals and arranging for a third party to handle any 3rd level appeals. Optum will address grievances, if any, on Employee Assistance Program services. PLAN shall be responsible, in accordance with applicable state, federal and NCQA requirements for all appeals, complaints and grievances not expressly delegated to Optum under the Agreement from Covered Persons and Providers. Optum will notify claimants of the option to request an external review of adverse benefit determinations following the required internal appeal process. Optum will, in accordance with applicable law: (i) provide claimant with the necessary procedures to obtain the review (ii) coordinate submission of the claimant's case to an independent review organization, and (iii) direct the independent review organization to notify the claimant of the final external review decision.. PLAN shall be entitled to review Optum's handling of complaints, appeals and grievances from time to time to ensure that Optum is following Optum's standard procedures.

3.18. Retroactive Adjustments of Eligibility. PLAN acknowledges that there may be favorable and unfavorable retroactive adjustments to Covered Person eligibility. Payer and PLAN shall use their best efforts to minimize such adjustments and assumes full responsibility for the accuracy and resulting actions taken in reliance on such data.

3.19. Payer and PLAN Compliance with MH/SUD Participating Provider Agreements. PLAN will use commercially reasonable efforts to comply with the applicable obligations set forth in the Participating Provider Agreements.

SECTION 4
OPTUM RESPONSIBILITIES

4.1 General. Optum will be the exclusive provider to PLAN for the Services described in this Agreement and its various schedules, attachments and exhibits. In the event that PLAN desires to expand PLAN's Service Area, PLAN will give Optum reasonable advanced notice (but not less than sixty (60) days) and the parties will work in good faith to expand the Service Area on terms and conditions mutually agreeable to be memorialized in an amendment to this Agreement. Optum will provide these Services consistent with the reasonable practices of the managed behavioral healthcare industry. PLAN delegates or in the case of a self-insured Benefit Plan, sub-delegate to Optum the discretionary authority to (i) construe and interpret the terms of any Benefit Plans for which Optum provides

Services under this Agreement, (ii) determine the validity of charges submitted to Optum under such Benefit Plans, and (iii) conduct Covered Person appeals of claims for Covered Services under Benefit Plans as delegated pursuant to the Agreement. Customer appoints Optum a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, and (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals. If Optum denies a Plan benefit claim, in whole or in part, Optum will notify the claimant of the adverse benefit determination and the claimant shall have the appeal rights set forth in the Plan Documents made available to Optum, and/or those which are required under applicable law. If after the exhaustion of the two levels of internal appeal, Optum determines that the Plan benefit is still not payable, Optum will notify the claimant that the adverse benefit determination has been upheld. This determination will be final and binding on the claimant, and all other interested parties, except as otherwise provided under the external review program described in this Section.

4.2 Benefit Administration and Claims Processing. With respect to Benefit Plan administrative functions, Optum is responsible for providing only the administrative Services described in this Agreement. For the avoidance of doubt, Optum is not responsible for benefit design or for conducting Covered Person appeals beyond the level expressly delegated to Optum hereunder, and except as otherwise specifically stated herein Optum does not have ultimate authority with respect to eligibility determinations or Benefit Plan benefits. Optum is not the Benefit Plan Administrator or Sponsor of any Benefit Plan. Optum's responsibilities include: (a) review of all claims for MH/SUD Services or EAP submitted by Providers; make the initial determination of eligibility and the extent that any claim for benefits is payable as a Covered Services pursuant to the applicable Benefit Plan or EAP; (b) determine any Copayment, Coinsurance or Deductible amounts owed by Covered Persons; (c) communicate coverage determinations to Covered Persons and issue payments for Covered Services to Providers as set forth with more specificity in the Claims Payment Services Exhibit C attached hereto and incorporated herein by reference; and (d) make all payments for Covered Services in accordance with Applicable Law and to the extent it applies to Optum and/or PLAN, including applicable prompt pay requirements on Clean Claims. Optum's obligation to perform Services under this Agreement shall at all times be subject to PLAN fulfilling its obligations under this Agreement, including but not limited to providing Optum with the information Optum requires to perform, timely payment of all amounts required under this Agreement,

including but not limited to Total Monthly Fees, claim payments or funding of the Bank Account.

4.3 Transition Services. (i) Outpatient Services. With respect to outpatient Covered Services, Covered Persons who have commenced a treatment plan with or through PLAN's prior Provider network before the Services Start Date shall be authorized by Optum to either: (a) continue the treatment plan with the same Provider for a specific number of sessions in order to complete the treatment; or (b) transition the treatment to a Participating Provider.

(ii) Inpatient Services. With respect to inpatient Covered Services Optum shall not be responsible for arranging or paying for any MH/SUD Services (including services that would otherwise be considered Covered Services) that any Covered Person is receiving on a continuing inpatient basis on the Services Start Date.

4.4 Claim Overpayment Recovery Services.

(a) Unrecovered. Optum shall be responsible for recovery costs and reimbursement of any unrecovered overpayments to the extent that the overpayment was proximately caused by Optum without any contributing factor by PLAN, or its agents. PLAN shall be responsible to the extent of its contributing acts or omissions.

(b) Offset. As permitted by Applicable Law, Optum shall use its standard overpayment recovery procedures and attempt to obtain overpayment recoveries by offsetting the overpayment against future payments to a Provider. Standard procedures include prioritizing based on the age of the overpayment in Optum's system and funding type. Timing differences may arise in the processing of claims payments, disbursement of Provider checks, and the recovery of overpayments. As a result, PLAN may receive the benefit of an overpayment recovery before Optum actually receives the funds from the Provider. Conversely, Optum may receive the funds before a PLAN receives the credit for the overpayment. It is hereby understood that the respective party may retain any interest payments that accrue as a result of these timing differences. Details associated with overpayment recoveries made through offset shall be identified in the reconciliation reports provided to the designated representative for the PLAN.

4.5 Abuse and Fraud Management. Optum or its Affiliate shall provide services related to the detection, prevention and recovery of abusive and fraudulent MH/SUD Service claims. The fraud and abuse management processes shall be based upon proprietary and confidential Protocols, procedures, modes of analysis and investigations. The procedures and Protocols include but are not limited to: whether to seek recovery, what steps to take if Optum decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount. PLAN delegates to Optum the sole discretion and authority to use such procedures and standards, including the authority to undertake actions, including any legal action that has the largest impact for the largest number of customers. PLAN acknowledges that the use of these procedures and standards may not result in any recovery for any particular case. Optum does not guarantee or warranty any particular level of prevention, detection or recovery. If this Agreement terminates, or if Optum claim recovery services terminate, Optum may elect however to continue abuse and fraud recoveries that are in progress and remains obligated to provide recovery to PLAN if any.

4.6 Provider Network. Optum and/or an Optum Affiliate, as applicable, will enter into Participating Provider Agreements with selected Providers to establish a Network to arrange for the provision of Covered Services to Covered Persons in accordance with the Negotiated Rate Schedule. While rates cannot be guaranteed at which a Participating Provider will agree to provide Covered Services, the rates applicable to PLAN are the same rates such Participating Providers charge Optum and/or the Optum Affiliate, subject to an individual Participating Provider's insistence that such rates are not available to PLAN. Optum will pay Participating Providers according to the Negotiated Rate Schedule. Participating Provider Agreements with Providers will be entered into without regard to the race, religion, gender, sexual orientation, national origin, or other protected class of the Provider. Optum will also conduct first and second level Provider appeals in accordance Optum's policies and procedures which are compliant with state and federal regulatory requirements and Regulatory Agencies, such as NCQA or URAC, as applicable.

The Participating Provider Agreements will contain all provisions that are required by Applicable Law. All such agreements shall include prompt pay provisions consistent with Applicable Law. In addition, The Participating Provider Agreement will require that the Participating Providers will not, except for Covered Person Expenses, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or a person, other than the health carrier or intermediary, acting on behalf

of the Covered Person for Services provided pursuant to this Agreement in the event, including but not limited to nonpayment by the health carrier or intermediary, insolvency of the health carrier or intermediary, or breach of the Participating Provider Agreement by Optum or the applicable Optum Affiliate. This Agreement shall not prohibit the Provider from collecting Covered Person Expenses, as specifically provided in the Benefit Plan or fees for uncovered services delivered on a fee-for-service basis to a Covered Person. This Agreement shall not prohibit a Participating Provider and a Covered Person from agreeing in writing to continue services solely at the expense of the Covered Person, as long as the Provider has clearly informed the Covered Person that the health carrier may not cover or continue to cover a specific service or services. Except as provided herein, this Agreement does not prohibit the Participating Provider from pursuing any available legal remedy, including, but not limited to, collecting from any insurance carrier providing coverage to a Covered Person. Participating Providers and non-Participating Providers who provide Covered Services to Covered Persons will be responsible for collecting and retaining any applicable Copayment and may charge and collect these amounts at the time Covered Services are rendered. The parties acknowledge that the Negotiated Rate Schedule is subject to change.

PLAN may submit the Participating Provider Agreement template for regulatory approval where required. PLAN will be required to submit the Participating Provider Agreement within ten (10) days after receipt thereof and Optum shall be entitled to implement and administer the Participating Provider Agreements within forty-five (45) days thereafter, provided that the applicable Regulatory Agency did not object to the Participating Provider Agreement template within that forty-five (45) day period. In the event that such Regulatory Agency, at any time, requires modification to the Participating Provider Agreement, Optum shall or shall advise the Optum Affiliate, if applicable, to make the appropriate modifications/amendments thereto as necessary for regulatory compliance. Subject to paragraph (d), below, no representation or warranty is made to PLAN or to Covered Persons that a particular Participating Provider will be available or will continue to be available to a particular Covered Person or to Covered Persons in general.

Optum will also perform the following services with respect to the Participating Provider network:

(a) Validate that each Participating Provider: (i) is duly licensed and/or certified, as applicable, in the state in which Covered Services are being rendered, (ii) is, in the case of physicians, board certified or board eligible in

such physician's medical field; (iii) maintains good professional standing with the appropriate licensing or certification authorities, as applicable, at all times, (iv) has a Master's or Doctorate level degree in psychology, counseling, social work or a related field; and (v) has been credentialed using processes and standards acceptable to PLAN and in compliance with applicable Regulatory Agency rules and regulations.

(b) Enter into Participating Provider Agreements with Providers to adequately create a network that will be sufficient to provide Services to Covered Persons within PLAN's Service Area (which refers to the geographic area within which PLAN provide services for Benefit Plans) have reasonable access to Covered Services and in accordance with state law availability and access requirements. And, expand the Service Area upon subject to PLAN providing reasonable advance written notice to Optum of no less than sixty (60) days.

(c) Optum will provide PLAN with electronic access in a mutually agreeable format to a listing of Participating Providers that Optum will update monthly.

(d) Optum will provide written notice to impacted Participants and/or Covered Persons regarding the termination of a Participating Provider, and shall assist Covered Persons in transitioning to a new Participating Provider within a reasonable time, or as required by Applicable Law. Optum will also provide notice to applicable state regulatory and medical society entities as required by state law.

(e) Include language in Participating Provider Agreements, absent a reasonable exception given to limited Participating Providers that is consistent with community standards of the Participating Provider, that require Participating Providers them to maintain professional liability coverage of: i) in the case of medical doctors, One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate; ii) in the case of hospitals or facilities adequate and customary levels of coverage and iii) for all other Practitioners, One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate, and Optum will reasonably monitor their compliance with that requirement.

(f) Optum shall require that each Participating Provider shall not discriminate against any Covered Person for the provision of Covered Services

hereunder, whether on the basis of the Covered Person's coverage, age, sex, color, creed, religion, sexual preference, national origin, genetic characteristics, physical and/or mental disability, health status, income level, other legally impermissible reason, or on the basis that they are enrollees of a prepaid health care plan.

(g) Exclude any Participating Provider as directed in writing by PLAN from participation in any or all of PLAN's Benefit Plans.

4.7 Telephone and Website Access.

(a) Telephone. Optum shall make available for Participants a toll-free telephone number staffed by trained behavioral health counselors twenty-four (24) hours a day, seven (7) days a week (including holidays) that will provide: referrals to Participating Providers; crisis intervention services; and responses to questions regarding Covered Services. Optum will also maintain, during normal business hours, a telephone number that Providers may call with inquiries concerning Benefit Plan benefits, and processing and payment of claims for Covered Services.

(b) Website. Optum shall provide access to its liveandworkwell.com site as updated and modified from time to time. The website allows Participants with on-line EAP information and access to information available on the site, that may include subject areas such as: family and friends, health and wellness, managing life changes, work management and education and learning. Other information within certain major subject areas, as made available from time to time, may include one or more of the following:

(i) benefits and referral information specific to their Benefit Plan;
(ii) options for accessing Services;
(iii) an article library that provides informational articles on topics related to MH/SUD Services;
(iv) resource information regarding Providers, colleges, and the bureau of consular affairs; and
(v) interactive tools, including financial calculators, interactive self-help programs, and links to external resources

4.8 Provider Payments. On behalf of PLAN, Optum shall promptly process and pay Participating Provider's and out-of-network MH/SUD Services or non-participating Provider claims, if available pursuant to the Benefit Plan, no later than forty-five (45) days and thirty (30) days respectively, after Optum receives a Clean Claim and all other appropriate information as described in Optum's administrative procedures, unless a shorter time frame is required by Applicable Law. If a Participating Provider is responsible for making payment to subcontracted providers, Optum shall require the Participating Provider to pay such subcontracted provider within this same timeframe.

4.9 Covered Person Protection. Optum agrees that in no event, including, but not limited to, non-payment by the Payer or an intermediary, insolvency of the Payer, or an intermediary or breach by Optum or the PLAN of this Agreement, shall Optum or Participating Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Covered Person or person (other than the Payer, the Benefit Plan or an intermediary) acting on behalf of the Covered Person for Covered Services provided pursuant to this Agreement. This provision does not prohibit Providers from collecting Covered Person Expenses or fees for services not covered under the Benefit Plan to the Covered Person. This provision does not prohibit a Provider and a Covered Person from agreeing to continue services solely at the expense of the Covered Person, as long as a Provider has clearly informed the Covered Person that the Benefit Plan may not cover or continue to cover a specific service or services. This provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Covered Person.

In the event of the Payer's or intermediary's insolvency or other cessation of operations, Optum shall require Participating Providers to continue to provide the Covered Services to a Covered Person through the later of the period for which premium has been paid to the Benefit Plan on behalf of the Covered Person, or, in the case of Covered Persons who are hospitalized as of such period or date, until the Covered Person's discharge. Covered Services for a Covered Person confined in an inpatient facility on the date of insolvency or other cessation of operations shall continue until the Covered Person's continued confinement in an inpatient facility is no longer Medically Necessary.

This provision shall be construed in favor of the Covered Person, shall survive the termination of this Agreement regardless of the reason for termination, including the Payer's insolvency, and shall supersede any oral or written contrary agreement

between a Participating Provider and a Covered Person or the representative of a Covered Person if the contrary agreement is inconsistent with this provision.

For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute this Agreement on behalf of Optum or the Payer or on behalf of the network Participating Providers provided MH/SUD Services as a result of this Agreement.

4.10 Eligibility. Optum requires Participating Providers to notify Optum in the event such Participating Provider is or may become sanctioned, disbarred, excluded, suspended, or otherwise determined to be ineligible to participate in federal health care programs or have a material restriction on the Participating Provider's license, certification, or permit by any government body that has authorized such Participating Provider to provide health care services. Optum shall not and requires that Providers shall not employ or contract with, with or without compensation, any individual or entity that has been disbarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs.

4.11 Reporting. Optum shall provide PLAN with Optum's standard reports. At PLAN's request, and for an additional fee mutually agreed to by both parties, Optum may provide ad hoc or non-standard specialized reporting of data regarding the Services outlined in this Agreement.

4.12 Coordination of Benefits. If a Covered Person is eligible for coverage of Covered Services under another benefit plan or health insurance policy, Optum will coordinate reimbursement for Covered Services with such other benefit plan or payer. The order and extent of reimbursement payment will be determined in accordance with the terms of the Covered Person's Benefit Plan and in accordance with state law (in the event of a conflict, state law shall govern the order and extent of reimbursement). Optum, to the extent applicable, will seek Participating Providers to make a good faith effort to secure information on sources of any third party coverage available to any Covered Person pertaining to the Covered Services and will coordinate benefits in accordance with Optum's standard processes. To the extent any coordination of benefits amounts are collected Optum will make the appropriate credit to PLAN.

4.13 Performance by subcontractors and Affiliates. PLAN agrees and understands that Optum's work under this Agreement may be performed in whole or in part by Optum, its Affiliates or a subcontractor. Optum shall notify PLAN of any such

arrangements involving Affiliates that Optum acquire subsequent to the Services Start Date. Notwithstanding no Affiliate that performs under this Agreement will be a direct competitor with PLAN unless such Affiliate is pre-approved in writing by PLAN. Any subcontractor or Affiliate shall be obligated to the applicable terms of this Agreement and Optum will remain ultimately responsible for the performance of any subcontractor or Affiliate.

4.14 Delegation of Certain Services. PLAN delegates certain responsibilities and obligations to Optum as set forth in this Agreement that support Optum's performance of certain delegated functions, which may include utilization management, quality assurance, Covered Person rights and responsibilities except those retained by PLAN, customer service, claims processing and payment and Credentialing. PLAN will have the right to terminate delegated services, at PLAN's sole discretion. PLAN shall, upon fifteen (15) business days written notice to Optum, unless a shorter time frame is required by a Regulatory Agency, audit the delegated functions, including both pre and periodic post delegation audits, to determine if such functions are being performed in accordance with the above, including applicable state regulatory requirements and such other standards as set forth by Credentialing Authorities. In the event PLAN determines that Optum is not performing all or some of its functions in accordance with the standards, and PLAN has decided not to terminate the Agreement, Optum shall provide a corrective action plan reasonably acceptable to PLAN within fifteen (15) business days of receiving notice of any deficiency from PLAN. If Optum does not materially comply with the corrective action terms, PLAN may terminate the delegated function or the Agreement in accordance with the terms of this Agreement.

4.15 Training. Optum will provide PLAN's staff with reasonable training and assistance regarding Optum's products, Services and programs to the extent they relate to Optum's performance of Services under this Agreement.

4.16 Mixed Services. When a Covered Person has a condition or illness that requires Covered Services and non-Covered Services, Optum shall only be responsible for the applicable administrative obligations of the Covered Services in accordance with the terms and conditions of this Agreement. The PLAN or other responsible Payer will be responsible for the administration, financial obligations, and cost of all other Covered Services and non-Covered Services that are not the express obligations of Optum pursuant to this Agreement. In determining whether a particular service is a Covered Service or a non-Covered Service, the terms of the Mixed Services Protocol attached hereto as Exhibit B shall control.

4.17 Exclusions from Covered Services. Except as expressly stated herein, Optum shall not be financially responsible for the cost or administration of any treatment, services or supplies that are the obligation of PLAN or other Payer, including but not limited those services excluded pursuant to the Mixed Services Protocol (regardless of whether such treatments, services or supplies are covered by the Benefit Plan. All such treatments, services and supplies shall be PLAN's or such other Payer's financial responsibility.

4.18 Employee Assistance Program (EAP) Services. Optum will administer and pay for services related to EAP in accordance with Exhibit A and this Agreement.

4.19 Uncooperative Covered Persons. Optum will provide notice to PLAN of any Covered Persons whom Optum deem, in Optum's reasonable judgment, to be uncooperative, abusive to Optum's staff, and/or generally disruptive. PLAN will take all reasonable and necessary action to address the situation.

4.20 Temporary Out-Of-Network Responsibility. As a general matter for EAP Services, Optum shall have no administrative or financial obligation with respect to any Covered Service unless such Covered Service is performed by one of Optum's Participating Providers. Notwithstanding the foregoing, for EAP Services, if an accommodation has been pre-approved by Optum which allows an individual to visit an out-of-network provider, Optum shall have administrative or financial obligation with respect to such Covered Service. Optum shall also have administrative responsibility for Covered Services performed by a non-Participating Provider as required for Covered Services pursuant to the Benefit Plan in the event a Participant is in need of emergency Services and meets the emergent criteria.

SECTION 5
COMPENSATION

5.1 Compensation. PLAN will pay Optum a Total Monthly Fee for Services under this Agreement, as set forth more specifically in Exhibit A to this Agreement. PLAN shall not be obligated to pay to Optum any amount pursuant to this Agreement that is in excess of $ 222,990 during any PLAN fiscal period during which this Agreement is effective, unless the parties agree to increase this sum by amending this Agreement in accordance with its terms.

SECTION 6
INFORMATION; ACCESS TO INFORMATION, AND AUDITS

6.1 PHI. PHI will be used to provide Services under this Agreement. PHI will not be disclosed to any person or entity other than a party's employees, subcontractors or representatives needing access to the PHI for purposes of performing under this Agreement. Access to and use of PHI shall be governed by the terms of the Business Associate Addendum attached hereto as Exhibit D.

6.2 Maintenance of Records. Optum agrees to prepare and maintain all appropriate utilization, administrative and claims records on Covered Persons receiving services hereunder. All such records shall be maintained in accordance with Optum's record-keeping procedures developed in accordance with Applicable Laws.

6.3 Access to Optum Information. If PLAN needs information that Optum acquires pursuant to Optum's Services under this Agreement to administer any Benefit Plan, Optum will provide PLAN with such information subject to the terms of this Agreement and if legally permissible and to the extent the information relates to Optum's Services under this Agreement, and PLAN give Optum reasonable prior notice of the need for the information. Additionally, PLAN must request such information as permitted by Applicable Laws and obtain from Participant and represent to Optum in writing that PLAN has obtained any required written consent or authorization from the Participant allowing the release of such information to PLAN, as applicable. Optum will maintain records for the duration of Optum's record retention policies or as required by Applicable Law, whichever is longer.

Optum will also provide reasonable access to information to an entity providing services to PLAN, such as an auditor or consultant, if PLAN requests such disclosure of Optum in writing. PLAN agrees that PLAN will obligate any such third party to comply with Applicable Law regarding the use and disclosure of PHI and have an appropriate Business Associate Agreement in place with such third party. Before Optum will allow or provide PHI and Optum's Confidential Information to third parties, PLAN agrees that such third party must enter into an appropriate agreement with Optum to protect PHI and/or the exchange of any Confidential Information, such as a confidentiality agreement with Optum.

6.4 Access to Records by State and Federal Government. The state and federal government and any of their authorized representatives will have access, in

accordance with state and federal statutes and regulations, to information and records, or copies of such, within the possession of Optum or Participating Providers, which are pertinent to and involve transactions related to this Agreement. Furthermore, PLAN is authorized to release any such information and records as may be necessary to comply with federal and state statutes and regulations applicable to PLAN. Prior to any release or access to information by a state or federal government or Regulatory Agency pertaining to information as stated above or related to obligations of the other party or that contains Confidential Information of the other party, the disclosing party will, to the extent legally permissible and not prohibited by the requesting state or federal government office or representative, first provide written notice of any such release to allow the other party the reasonable opportunity to object to such release and seek a protective order or such other relief to which may be entitled.

6.5 Audits. Each party (the "auditing party") or its designated third-party representative, during the term of this Agreement, and at any time within six months following its termination, or its representative, at the auditing party's own cost and expense, may audit the other party (the "audited party") during normal business hours to determine whether the audited party is fulfilling the terms of this Agreement. The audited party will and will require its subcontractors to cooperate fully with any auditors representing the auditing party. The auditing party will determine the scope of all audits performed, which shall not surpass what is minimally necessary to accomplish the audited party's obligations to perform under this Agreement. The auditing party must advise the audited party at least thirty (30) days in advance of its intent to conduct an audit. The place, time, type, duration, and frequency of all audits must be reasonable. The scope and methodology for all audits must be consistent with generally acceptable auditing standards and limited to information relating to the calendar year in which the audit is conducted and/or the immediately preceding calendar year except for audits required by state departments of insurance, the DOL or other regulatory agencies, in which case the audit period will be determined by such regulatory agency. Audits may include but are not limited to a Delegated Activity and the Services. With respect to Optum's claim processing services the audit methodology shall be limited to statistically valid random sample of two hundred (200) claims or less or other acceptable audit technique as approved by Optum and not electronic audits ("Claims Scope"). The auditing party will be charged a reasonable per claim charge not to exceed $ 25.00 and a $1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Claims Scope specified above; or (4) any audit

requested beyond six months after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope. The auditing party will provide the audited party with a copy of any audit reports and the audited party will have the opportunity to provide a written response to the audit report within forty-five (45) days. Any third-party representative of the auditing party is subject to, at the audited party's discretion, the requirement of executing a confidentiality agreement with the audited party prior to conducting or being permitted access to any information of an audit.

6.6 Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean any and all information one party (the "Receiving Party") receives directly or indirectly from the other party (the "Disclosing Party"), or otherwise gains access to information, locations or facilities on or after the Effective Date, that is of a confidential or proprietary nature to the Disclosing Party (including information confidential by virtue of an obligation to another party), regardless of form (such as written, electronic, oral or visual), whether marked, designated or otherwise identified as "confidential," including, without limitation, information clearly designated as confidential at the time of disclosure, or under the circumstances surrounding disclosure, Receiving Party knows, or ought to reasonably know, is confidential, including but not limited to information regarding pricing, trade secrets, documents, records, work product, systems, business plans, proposals, policies, procedures, technology, information systems, data, processes, methods, protocols, manuals, formulas, algorithms, product information, network information, rates, discounts, business relationships, any lists or information pertaining to any supplier, contractor, provider, vendor or customer (current or prospective), financial information, and any other information, the disclosure of which might be detrimental or cause a competitive disadvantage to the Disclosing Party, and any derivatives, copies, notes, and summaries that the Receiving Party or its Representatives (as defined in 6.6(a) below) derive, in whole or in part, from any Confidential Information from the Disclosing Party.

Confidential Information does not include information that: (a) is or becomes generally available to the public on an unrestricted basis, other than as a result of an act or omission by the Receiving Party or another party in violation of this or any other binding non-disclosure agreement or obligation of confidentiality prohibiting the transition of such information by a contractual, legal or fiduciary obligation (a "non-disclosure obligation"); (b) was in the rightful possession of the Confidential Information on an unrestricted basis, prior to receiving it, directly or

indirectly, from the Disclosing Party; (c) is independently created, developed, or prepared by the Receiving Party without any use or reference to any part of the Disclosing Party's Confidential Information; (d) rightfully obtained by the Receiving Party on a non-confidential basis from a source other than the Disclosing Party who is not bound by a "non-disclosure obligation" (individually or collectively referred to as the "Exclusions").

a) **Confidentiality**. Each party agrees that all Confidential Information is being made available solely in reliance on and as a result of the business relationship and purposes of the Agreement. The Receiving Party agrees to use the Disclosing Party's Confidential Information solely for the purposes of performing or receiving Services under the Agreement and to keep such Confidential Information strictly confidential and shall not, except as authorized herein, disclose it, in whole or in part, to any other person or entity without the prior written authorization from the Disclosing Party, or reverse engineer, disassemble, decompile or create derivative works using Disclosing Party's Confidential Information learned as a result of this Agreement. Subject to Section 6.6(b) and the conditions herein, each party hereby authorizes the Receiving Party to disclose Confidential Information, or portions thereof, to its representatives who have a bona-fide need-to-know or need for access to such information to perform in accordance with the Purpose, including without limitation, its employees, officers, directors, and Affiliates, and their respective employees, attorneys and accountants (hereinafter collectively referred to as the "Representatives") who shall be bound by standards of confidentiality at least as strict as set forth herein.

b) **Security**. Receiving Party agrees to secure and protect the Confidential Information, using reasonable precautionary procedures, from any improper access, disclosure or use in contradiction to this Agreement. It is agreed that the Receiving Party shall have and maintain appropriate safeguards to protect and secure the Confidential Information to a degree of no less than what the Receiving Party uses to safeguard its own information of a similar nature (which is represented to be no less than reasonable for such type of information), what may be required by Applicable Law or industry standards as it may relate to the specific Confidential Information, whichever is greater. Upon discovering any use or disclosure of Confidential Information that is in contradiction to the terms and conditions hereof, or of any loss or misappropriation thereof, or of any fact that may jeopardize the confidentiality thereof, that Receiving Party shall immediately take action to remedy the breach or threat and notify the Disclosing Party thereof.

c) **Ownership of Confidential Information.** Each party acknowledges that all rights, title, interest, and ownership in the Confidential Information is and shall remain the exclusive property of the Disclosing Party. Nothing herein shall constitute any express or implied transfer, conveyance, grant, license or otherwise be construed as conferring any right, title, interest or license or option right to any Confidential Information that the Disclosing Party owns or holds in the Confidential Information, or to any prospective products or services, except the right to use it as Receiving Party deems necessary, in accordance with the terms and conditions herein, exclusively for purposes of this Agreement.

d) **Disclosure Requested or Required by Law** If the Receiving Party is requested or required by any applicable federal or state law, rule, code or regulation or by judicial, administrative, or legal process (hereinafter "Request"), to disclose any of the Disclosing Party's Confidential Information or any information, the Receiving Party shall promptly notify the Disclosing Party to afford the Disclosing Party an opportunity to (i) seek a protective order or other remedy; (ii) waive compliance, in whole or in part, of the provisions of this Agreement; and/or (iii) allow the parties to resist or narrow the scope of such Request. The Receiving Party will cooperate with and not oppose any reasonable action by the Disclosing Party. If the Receiving Party is reasonably unable to provide notice, the Receiving Party will use its best efforts to ensure that any disclosure will be accorded confidential treatment and limit the scope to what is minimally necessary to comply.

Optum acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Optum agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Optum agrees to charge the PLAN, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County

Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

e) **Return of Confidential Information.** Upon the earlier of either a request from the Disclosing Party, or the effective termination date of this Agreement, the Receiving Party shall promptly return or destroy, at the Disclosing Party's sole discretion, any and all materials containing or referencing the Disclosing Party's Confidential Information, regardless of form. Any Confidential Information unable to be returned shall be destroyed by the Receiving Party and an authorized representative of the Receiving Party shall provide written certification thereof at the Disclosing Party's request. If return or destruction of any or all Confidential Information is not feasible, the Receiving Party shall extend all protections contained in this Agreement to any Confidential Information retained after termination and limit further uses and disclosures to those purposes that make the return or destruction infeasible. Notwithstanding the foregoing, the Receiving Party may retain Confidential Information when necessary for purposes of compliance with Applicable Laws related to the Receiving Party's performance of any services or for post termination Services. Further, the Receiving Party may retain appropriate copies of the Confidential Information in accordance with Receiving Party's retention policies: (i) for archival purposes; (ii) for purposes to defend its work product or performance; or (iii) as required by Applicable Law or any Regulatory Agency, provided that the copy is retained in secure storage and held in confidence for so long as Receiving Party's obligations under this Agreement continue, and subject to all protections and terms and conditions of this Agreement to limit further uses and disclosures to those purposes such Confidential Information is retained.

f) **Remedies.** Each party expressly understands and agrees that it is responsible for any violation of this Section 6.6 by their respective Representatives. The parties agree and acknowledge that money damages alone would not be a sufficient remedy for any breach of this Section 6.6 and that, in addition to any other available remedies, a party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section.

g) **Survival.** Subsequent to the termination of this Agreement the terms and conditions of this Section shall continue and survive termination and remain in

full force and effect and binding upon the parties indefinitely, until the confidentiality of such Confidential Information is lost as a result of any Exclusions.

6.7 Access to PLAN Information. During regular business hours and upon reasonable prior written notice, Optum shall have access to information and records or copies of records held by PLAN that are reasonably necessary to verify payments owing or paid to Optum under this Agreement, or which are otherwise necessary for Optum' performance of its obligations hereunder. Such access shall not be deemed an audit.

6.8 Covered Person Consents and/or Authorizations. PLAN will be responsible for obtaining any consents or authorizations from Participants as required by Applicable Law to allow Optum perform under this Agreement, including but not limited to PHI, including psychotherapy notes, and will obtain and/or assist Optum in obtaining necessary consents from Participants to allow Optum to use such information for research, creating comparative databases, statistical analyses or other studies.

6.9 Reporting on Controls as a Service Organization. If you are a Service Organization subject to Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, a copy of your Services Organization Control (SOC) Report should be submitted annually to the Finance Division over the term of the contract. This report will also be shared with the County's external audit firm, when requested.

SECTION 7
INFORMATION SYSTEMS

7.1 Connectivity. PLAN will permit and Optum will maintain information technology interface capabilities, integration, messaging and connectivity with PLAN's information systems as is reasonably necessary for Optum to provide Services under this Agreement. The parties will work in good faith as necessary to achieve such interface, integration, messaging and connectivity.

7.2 Maintenance and Upgrades. Each party will bear the cost of maintaining and upgrading their respective system and system interfaces as necessary to provide Services under this Agreement.

7.3 Customized Developments. If PLAN request that Optum change or modify Optum's system to provide customization or customized Services solely for PLAN (i.e., systems that Optum does not standardly use to support Optum's other customers), PLAN will pay Optum to implement such changes on terms and conditions mutually agreeable.

7.4 E-Commerce. Optum will cooperate with PLAN to allow PLAN to develop hot links between PLAN's websites and Optum's "liveandworkwell.com" website for ease of allowing Covered Persons to locate and access information available to Covered Persons on Optum's liveandworkwell.com site.

SECTION 8
INDEMNIFICATION AND INSURANCE

8.1 Optum Indemnifies PLAN/County. Optum will indemnify PLAN/County and hold PLAN/County harmless and defend PLAN against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, including court costs and attorneys' fees, which arise out of Optum's negligence, willful misconduct, or omissions, or those of either of their employees and agents, which in no event shall be deemed to include health care providers, in the performance of Optum's obligations under this Agreement or Optum's material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter, has caused such damages.

8.2 PLAN indemnifies Optum. PLAN/County, as a state agency or subdivision of the State of Florida, as defined in Fla. Stat. Section 768.28, agrees to be fully responsible to the limits set forth in Fla Stat. Section 768.28 for its negligence or omissions covered under Fla. Stat. Section 768.28 for any damages proximately caused by said negligence or omissions. Nothing herein shall be construed to be a waiver of sovereign immunity by PLAN/County if sovereign immunity applies.

8.3 Optum's Liability Insurance. Optum shall comply with the insurance requirements set out in Exhibit E, attached hereto and incorporated herein by reference.

SECTION 9
REGULATORY COMPLIANCE
AND FILING REQUIREMENTS

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

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

PLAN delegates to Optum 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. PLAN 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. Optum does not guarantee or warranty any particular level of prevention, detection, or recovery. Optum agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if Optum's claim recovery services terminate, Optum can elect to continue fraud and abuse recoveries that are in progress, and the fees will continue to apply.

Services include all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, and draft legal documents. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. PLAN will be given the option to participate or decline participation in the settlement

9.2. Compliance with Regulatory and Accreditation Requirements. The parties shall comply with and provide services set forth herein consistent with all Applicable Laws, including, but not limited to, HIPAA. Each party shall maintain all applicable licenses or permits required for its responsibilities under this Agreement.

9.3. Regulatory Amendment. This Agreement will be amended as required to ensure that PLAN and Optum remain in compliance with all regulatory and accreditation requirements applicable to each; provided, however, that in the event any changes in those requirements effect Optum's cost of providing Services under this Agreement, Optum may seek to adjust Optum's compensation as permitted by the terms and conditions of this Agreement (e.g. Section 12 and Exhibit A).

SECTION 10
DISPUTE RESOLUTION

10.1 In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement ("Dispute") arises between the parties, the parties agree meet and make a good faith effort to resolve the Dispute ("Initial Phase"). If the Dispute is not resolved within thirty (30) days after the parties first met to discuss the Dispute during the Initial Phase, the Dispute shall be escalated to the appropriate senior level management and/or executives to resolve the Dispute ("Second Phase"). If the Dispute is still not resolved within fifteen (15) days after the Second Phase, either party shall be free to pursue all legal and equitable remedies otherwise available to it.

SECTION 11
RENEGOTIATION OF THIS AGREEMENT

11.1 Renegotiation of This Agreement Due to a Significant Change of Circumstances. In the event of a "Significant Change" in regulation occurs after the start of this Agreement, which creates an additional costs or expenses to Optum of _10__% or more overall, the parties agree to negotiate in good faith an appropriate adjustment to this Agreement including the payment or service fee provisions of the Agreement. Such negotiations shall be resolved and agreement reached within ninety (90) days following notice from Optum to PLAN. A Significant Change shall include, but not be limited to, any one or more events that impact Optum's costs or expenses in providing Services under this Agreement: (a) changes by PLAN to Covered Services or a Benefit Plan; (b) changes in Applicable Laws or accreditation standards applicable to PLAN or Optum, or changes in the applicable regulators' interpretation of such Applicable Laws or standards; or (c) additional services that PLAN request that will increase Optum's costs or expenses or creates a loss to Optum, including without limitation: (i) changes in PLAN's policies or procedures or standards; (ii) a change in the call, claim or appeal volume of more than 20% for 12 months; Should the negotiations not result in a mutual agreement during the ninety (90) day period, Optum may exercise its termination rights under Section 13.2(g), but shall become

void if a resolution is reached before the end of the notice period.

SECTION 12 – BLANK

SECTION 13
TERM AND TERMINATION

13.1 Term. This initial term of this Agreement shall commence on the Effective Date and shall remain in effect for an initial period, ending on the 31st day of December 2020 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") through December 31, 2021, or until termination of the Agreement, whichever occurs first. The Initial Term and each Renewal Term shall collectively, as applicable be defined as the "Term."

13.2 Termination Events. This Agreement will terminate prior to its expiration when:

(a) Both parties agree in writing to terminate the Agreement;

(b) Immediately if either party (i) files a voluntary bankruptcy or reorganization petition; (ii) is the subject of any voluntary or other bankruptcy insolvency, reorganization, dissolution or liquidation proceedings; (iii) is adjudicated bankrupt; (iv) makes an assignment for the benefit of creditors; or (v) has a trustee receiver or other custodian appointed on its behalf, or its business comes into possession or control, even temporarily, of any trustee in bankruptcy, unless the other party elects in writing to forego termination of the Agreement. If any of the foregoing events occurs, no interest in this Agreement: (a) may be deemed an asset of creditors of the subject party; (b) may be deemed an asset or liability of the subject party; and (c) may pass by the operation of law without the other party's consent; provided, however, that the foregoing is subject to the right of the subject party to seek adequate protection and any other right afforded by Applicable Law (including, but not limited to, applicable bankruptcy law);

(c) Upon thirty (30) days prior written notice by OPTUM if Plan fails to make timely payment in accordance with F.S. section 218.70 et. seq. of undisputed payments.

(f) Upon thirty (30) days prior written notice by Optum when PLAN fails to provide the required funds for payment of Benefit Plan benefits and Optum

gives PLAN written notice of such failure and PLAN fails to remedy the failure within two (2) days of receiving the notice;

(g) Upon 60 days prior written notice by one party to the other party that the other party is in Material Breach of this Agreement, and the other party does not cure the breach within the 60-day notice period;

(h) The parties are unable to renegotiate the affected provisions of the Agreement in the event of a Significant Change, Optum may elect to terminate the Agreement upon no less than one hundred twenty (120) days' notice to PLAN;

(i) The parties are unable to negotiate the Total Monthly Fee pursuant to Section VI or Exhibit A within the prescribed negotiation period, then either party may terminate this Agreement by providing no less than thirty (30) days advance written notice; or

(j) When any state or other jurisdiction prohibits a party from performing or administering Benefit Plan under the terms of this Agreement or imposes a penalty on the PLAN or Optum and such penalty is based on the Services, then prompt notice must be provided to the other party, and it is agreed that the Services and performance in such state or jurisdiction shall be discontinued to the extent of the prohibition in order to comply with the applicable requirements.

(k) The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

13.3 Effect of Termination. In the event this Agreement expires or is terminated, the following shall apply:

(a) Communications. PLAN shall at its own expense notify the Covered Persons of any termination and cessation of Services by Optum;

(b) Review of Communications. PLAN will make an effort to share information in a format that satisfies both parties (Optum and PLAN). There will be mutual agreements on the overall form of any written communications proposed to be delivered to Covered Persons, Plan Sponsors, Providers or the public regarding termination or expiration of the Agreement prior to distribution of such communication. PLAN remains authorized to provide the communication it deems necessary in the event of a termination.

(c) Transition Activities. Optum shall provide to PLAN or its designee all reasonably necessary records and data in Optum's possession relating to the operation or management of PLAN's business; provided, however, that Optum shall provide such information in a manner that does not divulge any of Optum's proprietary or Confidential Information such as, but not limited to, discounts and Negotiated Rate Schedules. Optum shall provide PLAN with all final reports required under this Agreement within 60 days after the date the Agreement terminates or expires. PLAN will reimburse Optum for the reasonable expenses Optum incurs in fulfilling the terms of this Section 13.3(b) not to exceed $20,000.00;

(d) Continuity of Care. Optum will cooperate with PLAN or its designee in the transition of Covered Persons from a Participating Provider to a different Provider with respect to MH/SUD Services after the effective date of termination of this Agreement for those Covered Persons receiving Covered Services from Participating Providers. PLAN will reimburse Optum for the reasonable costs that Optum incurs in fulfilling the terms of this Section 13.3(c) not to exceed $20,000.00.

Outpatient MH/SUD Services. Optum has no obligation to arrange for the provision of outpatient MH/SUD Services after the effective date of termination of this Agreement.

Inpatient MH/SUD Services. Optum shall continue to arrange for the provision of inpatient MH/SUD Services and will use commercially reasonable efforts to cause Participating Providers to continue to provide services to Participants undergoing treatment at the time of such

termination after the effective date of termination until the earlier of the date of the Covered Person's discharge or the date on which Optum recommends discharge or the date on which Covered Person's coverage ceases under a Benefit Plan.

13.4 Run-out and Claims. Claims shall be funded and processed in accordance with Exhibit C.

13.5 Remedies for Breach. Nothing in this Section, including the termination of this Agreement, will be construed to limit the remedies available to Optum and PLAN at law or in equity for breach of either party's obligations under this Agreement.

SECTION 14
GENERAL

14.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by commercial overnight delivery service, by facsimile, or by registered or certified mail, return receipt requested, and shall be deemed received: upon receipt (or the first business day after receipt, if received after business hours) in the case of personal delivery or facsimile delivery; three business days after the date of mailing in the case of certified or registered mail; and one business day after sending if delivered by overnight delivery service, addressed as follows:

Optum	**Pinellas County**
United Behavioral Health	Human Resources
11000 Optum Circle	400 S Fort Harrison Avenue
Eden Prairie, MN 55344	Clearwater, FL 33756
Attn: Optum Contracts	Attn: Terri Wallace

A party may change the address at which it elects to receive any notice provided under this Agreement by advising the other party of such change in accordance with the procedures outlined in this Section 11.1.

14.2 Subcontractors. Optum can use subcontractors, including Affiliates, to perform Services under this Agreement. Optum will be responsible for the performance of any subcontractor to the same extent that Optum would have been had Optum performed the services without the use of an Affiliate or subcontractor.

14.3 Assignment/Delegate. Except as otherwise stated in this Agreement, neither party may assign, transfer, delegate, pledge or otherwise dispose of any rights or obligations under this Agreement to anyone without the other party's written consent, which consent shall not be unreasonably withheld or conditioned. Notwithstanding, Optum can assign or delegate this Agreement, in whole or in part, its rights and obligations to an Optum Affiliate or the purchaser of all or substantially all of Optum's assets and will provide PLAN with notice thereof.

14.4 Amendment. Except as may otherwise be set forth herein, this Agreement may be amended only by both parties agreeing to the amendment in a written instrument, executed by an authorized representative of each party.

14.5 Strict Compliance. No failure, forbearance, or delay on the part of either party to exercise any right hereunder shall operate as a waiver thereof, nor shall any partial exercise of any such right preclude the exercise of that full right or of any other right, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. No waivers shall be valid unless set forth in a signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion.

14.6 Severability. Should any provision of this Agreement violate the law or be held invalid or unenforceable as written by a court of competent jurisdiction, then said provision along with the remainder of this Agreement shall nonetheless be enforceable to the extent allowable under Applicable Law by first modifying said provision to the extent permitted so as to comply with Applicable Law and in accordance with the intent of the parties; otherwise said provision shall be deemed void to the extent of such prohibition without invalidating the remainder of this Agreement.

14.7 Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Any exhibits, tables or schedules referred to herein and/or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.

14.8 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement or otherwise shall be construed, implied or deemed to create any other relationship between PLAN and Optum or Participating Providers, including one of employment, agency, joint

venture, association, partnership or any other form of separate legal entity or organization.

14.9 Subrogation and Coordination of Benefits. The party having financial responsibility for the cost of Covered Services shall be entitled to pursue any subrogation, coordination of benefits, or third-party recovery opportunities that may legally exist regarding such Covered Services, and will be entitled to retain any amounts collected through its efforts. All subrogation and coordination of benefit efforts must adhere to Applicable Law, including but not limited to NAIC guidelines as applicable.

14.10 Compliance with Laws. The parties shall comply with all Applicable Laws, including but not limited to anti-discrimination laws pertaining to provision of Covered Services to Participants. The parties agree to take such action as may be reasonably necessary to comply with Applicable Laws. PLAN acknowledges that the terms of this Agreement shall be automatically modified to the extent necessary to comply with any Applicable Law, including but not limited to, as applicable, insurance, health service plan, health maintenance organization, prepaid limited health services organization, or other regulatory mandate by a governmental authority. Optum shall notify PLAN if a governmental authority notifies Optum that Optum must be licensed as an insurer, health service plan, health maintenance organization, prepaid limited health services organization, or other type of licensed insurer to provide the Services under this Agreement. In such event, the parties agree that Optum shall cease providing the Services that would subject Optum to such licensure and amend this Agreement to become compliant.

14.11 Publicity/Use of Names. Neither party shall make any public statement concerning this Agreement, the relationship established hereby or the other party, or otherwise use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other party; provided, however, PLAN grants Optum permission to use PLAN's name, logo, service marks, trademarks or other identifying information ("PLAN Marks") to the extent necessary for Optum to carry out its obligations under this Agreement. Likewise, PLAN may make reference to Optum for the purpose of informing Covered Persons that Optum is responsible for providing the Services as necessary for receipt of Services. PLAN represents that PLAN Marks do not infringe the rights of others or inaccurately portray the Services or mislead Participants and are used by PLAN in accordance with all Applicable Laws. Any use of the other party's marks, logos or intellectual property must be expressly approved in writing and only used in accordance with owners marketing guidelines.

14.12 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto and no third parties shall have any right or interest in the terms of this Agreement, regardless of whether this Agreement references a third party, either specifically or generally.

14.13 Independent Medical Judgment. PLAN and Optum both acknowledge and agree that Participants' treating physician(s) and other health care providers, including but not limited to Participating Providers, shall be solely responsible to provide treatment and/or services to Participants and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Providers are to discuss with Participants the pertinent details regarding the Participant's diagnosis, the nature and purpose of any recommended procedure, the potential risks and benefits of any recommended treatment, and any reasonable alternatives to such recommended treatment. Nothing in this Agreement is intended to alter, change, or interfere with any professional relationship that exists between any Provider and Participant or otherwise interfere with the independent medical judgment of Participants' health care providers.

14.14 No Incentive Payments. Optum receives no incentive payment based on reduction of Services or the charges thereof, reduction of length of stay, or utilization of alternative treatment settings to reduce amounts of necessary or appropriate medical care

14.15 Force Majeure. The obligations of each party under this Agreement will be suspended for the duration of any force majeure event that is applicable to that party. The term "force majeure" means any event or cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, terrorist action, weather-related disaster, hurricane, tornado, flood, fire, earthquake, A party claiming a force majeure event shall take reasonable steps to resume performance as soon as possible; provided, however, that if a force majeure event delays or interrupts full performance of a party's obligations hereunder for a period exceeding ninety (90) days, then the other party may exercise its right to terminate this Agreement and/or any SOW in accordance with Section 13.2(e).

14.16 Exhibits, Addenda and Regulatory Appendices. Additional and/or alternative provisions to this Agreement are set forth in the Exhibits, addenda, SOWs, and other attachments to this Agreement, each of which is incorporated herein and made a part of this Agreement by reference.

14.17 Survival. In addition to those terms in this Agreement that expressly stated to survive expiration or termination of this Agreement, any Services or provisions of this Agreement which by their nature, extend beyond the expiration or termination date of this Agreement, shall survive the expiration or termination of this Agreement, and shall remain in effect and be governed by the terms and conditions of this Agreement until all such obligations are satisfied.

14.18 Non-Solicitation Participating Providers. For the term of this Agreement PLAN shall not contract directly with any Participating Providers for Covered Services without Optum's prior written approval. Notwithstanding the foregoing, PLAN may maintain or renew any relationship or agreements with Providers that pre-date the Effective Date of this Agreement, and PLAN may contract directly with Participating Providers for services other than Services provided under this Agreement. Notwithstanding the foregoing, PLAN shall not at any time, absent prior written approval from Optum, use, directly or indirectly, any information obtained or accessed as a result of this Agreement for any commercial purposes or in competition with Optum or Optum's Affiliates, including but not limited to the creation of a MH/SUD network.

14.19 Non-Exclusivity. Except as otherwise stated herein, this Agreement is not exclusive and nothing precludes the other party from participating in or contracting with any other party, subject only to the limitations, and restrictions contained herein.

14.20 Limitation of Liability. OPTUM'S AGGREGATE LIABILITY TO PLAN IN ACTIONS BROUGHT AGAINST OPTUM UNDER THIS AGREEMENT OR ANY ATTACHMENT HERETO SHALL NOT EXCEED $2,000,000. NEITHER PARTY, REGARDLESS OF THE CAUSE, SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOST BUSINESS OPPORTUNITIES, WHETHER OR NOT THE OTHER PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE, THE LIMITATIONS STATED ABOVE DO NOT APPLY TO THE EXTENT SUCH LIABILITY IS DIRECTLY ARISING FROM: (a) A BREACH OF CONFIDENTIALITY OBLIGATIONS; (b) AN OBLIGATION OF INDEMNIFICATION; (c) ANY INFRINGEMENT CLAIM OR ACTION; (d) VIOLATION OF LAW, INCLUDING BUT NOT LIMITED TO A HIPAA BREACH; AND/OR (e) PLAN'S

LIABILITY TO OPTUM FOR FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR ANY ATTACHMENT HERETO.

14.21 Arm's Length Negotiations, etc. The parties acknowledge that the terms of this Agreement are fair and reasonable, were negotiated at arm's length, and that they were given ample opportunity to review and consider the Agreement prior to execution. Each party has taken all action necessary for the authorization, execution, delivery and performance of this Agreement.

14.22 Equal Participation in Drafting. The parties agree that they have each equally participated in the drafting of this Agreement and no ambiguities herein contained shall be construed against a party on the basis that such party was responsible for drafting this Agreement or the provision in question. The parties hereby knowingly waive the rule of construction concerning any ambiguities in this Agreement.

14.23 Rules of Construction. This Agreement shall incorporate, and the parties hereto agree to be bound by any and all Exhibits, Addenda, Statements of Work, Schedules, and other attachments, or other referenced instruments or documents described herein in their entirety, each of which shall be incorporated herein by reference. In the event of any conflict between the terms of this Agreement, Applicable Law, or the terms of any Exhibit or other attachment to this Agreement, it is agreed that the provisions shall first be read together to the extent possible, otherwise Applicable Law shall govern any specific conflict with Applicable Law and then the terms of each specific applicable attachment shall prevail as to the specific conflict in regards to such services without invalidating or deleting the remainder of the conflicting provision or any other term and condition or otherwise affect any other attachment. Further, should the terms of any other agreement or order between the parties not attached hereto concerning the subject matter hereof conflict with the terms of this Agreement, it is agreed that the terms of this Agreement shall prevail as to the specific conflict without invalidating or deleting the remainder of the conflicting provision.

14.24 Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law's provisions and all Applicable Laws.

14.25 Entire Agreement. This Agreement, with its exhibits, schedules, addendum, SOWs, and other attachments, as amended from time to time, each of which is incorporated herein by reference, constitutes the entire understanding and the

Agreement between the parties and replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. No prior representations or agreements between the parties relating to the same subject matter, oral or written, have any force or effect. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

14.26 Counterparts. This Agreement and any amendment thereto may be executed and delivered electronically and in counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one document.

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

United HealthCare Services, Inc. on behalf of its affiliate, United Behavioral Health	**Pinellas County, a political subdivision of the State of Florida**
By: DocuSigned by: John Rimstad 4074228894614F9...	By: _____
Authorized Signature	Authorized Signature
Print Name: John Rimstad	Print Name: _____
Print Title: Director Finance	Print Title: _____
Date: 10/25/2019	Date: _____

Internal Control No.: 559340.0

APPROVED AS TO FORM

By: Carole Jenzeri

Office of the County Attorney

EXHIBIT A
COMPENSATION FOR SERVICES

I. **PLAN Products.** Optum will provide administrative Services as described in the Agreement for the following PLAN products:

A. EAP Services.

Product	Rate Type	Rate Period	$ Rate
Employee Assistance Program (6 Visits)	Per Employee	Per Month	$1.26
Bank of Training/CIRS Hours: 14	Per Employee	Per Month	$0.05
WorkLife	Per Employee	Per Month	$0.21
On-site EAP – EAP Specialist(s) (up to 15 hours in total per month)	n/a	Per Month	$1,470.00

Additional On-Site Support Service hours are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time, which is agreed upon by parties prior to service. Any onsite or training hours can be purchased according to the rates in the grid below. Additional On- Site services shall only be provided if details and costs (including a not to exceed amount) are agreed upon in writing by the parties prior to provision of the services.

On-Site Support Service	Fee for Service
Management Development Programs	$175/on-site hour
Employee Development Programs	$175/on-site hour
Wellness Seminars	$175/on-site hour
Information Resource Events	$175/on-site hour
Critical Incident Response Services	$225/on-site hour
Travel Time & Trainer Downtime	$100/hour

These rates shall be firm for one year. These rates are based on an enrolled population of 5,000. If, after the initial year, enrollment changes by more than 10%, then Optum reserves the right to revise the rates up to 10% one-time per annual period.

B. Behavioral Health Services.

Product	Rate Type	Rate Period	$ Rate
Managed Mental Health/Substance Abuse Administration Fee with Employer Funding of Claims (Administrative Services Only)	Per Employee	Per Month	$3.05

II. **Total Monthly Fee Due Date, Payments and Reconciliations.** All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." PLAN will, with each Total Monthly Fee payment: (a) make applicable adjustments to reflect corrections made to PLAN'S Covered Person enrollment data; and (b) provide back-up documentation that supports the payment or as otherwise requested by Optum from time to time. All adjustments to over and under payments, except when caused by misrepresentation or fraud of the other party, must be reconciled no later than one year after the month in question and any reconciliation greater than one year shall be deemed waived. Any such variances occurring during the last four months of the Term will be reconciled within 180 days after the Agreement's termination.

III. **Late Payment/Interest.** The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

IV. **Total Monthly Fee Adjustments.** In the event that a Covered Person is enrolled in a Benefit Plan on or before the fifteenth (15^{th}) day of a month, PLAN agrees to remit to Optum on or before the next Total Monthly Fee Due Date an additional

Total Monthly Fee for such Covered Person for the month in which the Covered Person is enrolled. In the event that a Covered Person is enrolled hereunder after the fifteenth (15th) of the month, no Total Monthly Fee is due for that Covered Person. In the event that a Covered Person is terminated hereunder on or before the fifteenth (15th) day of a month, no Total Monthly Fee is due for such Covered Person for that month. In the event that a Covered Person is terminated after the fifteenth (15th) of a month, the Total Monthly Fee is due for such Covered Person for that month.

V. **Ineligible Covered Persons.** If PLAN fails to notify Optum of a Covered Person's ineligibility and PLAN continues to pay the Total Monthly Fee for such Covered Person, such payment(s) will be credited by Optum to PLAN, provided PLAN gives Optum notice of the ineligibility no later than one hundred-eighty (180) days after the date eligibility ceased and Optum did not rely on or provide Services to or for such Covered Person and/or related Participants after the effective date of ineligibility. Optum is not responsible for the cost of any Covered Services that are paid on behalf of or authorized for any ineligible Covered Person or Participant unless Optum was negligent as demonstrated by Optum's knowledge of such Covered Person's or Participant's ineligibility in a timely manner prior to the payment of such claim(s).

VI. **Total Monthly Fee Changes.** The Total Monthly Fees applicable for Services rendered in the Initial Term are as set forth in this Exhibit A. With respect to any Renewal Terms, PLAN and Optum shall use best efforts to agree to a revised Total Monthly Fees at least 90 days prior to the commencement of every Renewal Term. Should the Total Monthly Fees not be agreed upon as of the start of the Renewal Term it is agreed that the prior year Total Monthly Fees shall continue with a three percent (3%) escalator and the fees shall be trued-up retroactively to the first day of the Renewal Term upon the parties agreeing to the Renewal Term's Total Monthly Fees. Either party may terminate the Agreement pursuant to Section 13.2(i) should the parties fail, using good faith negotiations, to renegotiate any Renewal Term Total Monthly Fee within thirty (30) days after the commencement of any Renewal Term.

EXHIBIT B
UNITED BEHAVIORAL HEALTH
And
[Insert Plan Name]
MIXED SERVICES PROTOCOL

United Behavioral Health ("Optum") is always responsible for an initial outpatient evaluation or an initial inpatient consultation service provided by a mental health professional, within the Covered Persons' Benefit Plan regardless of the diagnosis.

I. Diagnosis-Based Limits to MH/SUD Services

A. Under the Agreement, treatment services for Benefit Plan Participants with the following, primary diagnosis codes shall be covered under the medical benefits and Covered Persons with these diagnoses shall be returned to the primary care physician, neurologist or other appropriate medical professional. Optum shall provide and pay for a mental health evaluation to determine the presence of a mental health condition, for which Optum shall be obligated to provide treatment.

A.

Disease Category
Primary Sleep Disorders
Neurological Disorders
Nicotine and Caffeine related disorders (including smoking cessation programs)

B. Dementia and other Organic Disorders

(When covered, the MH/SUD Services for the management of the behavioral manifestations of Dementia and Other Organic Disorders shall be the responsibility of Optum. Benefit Plan Participants with these disorders shall routinely be returned to the primary care physician, neurologist or other medical professional for the medical management.)

II. Mixed Services Protocol

The following mixed services protocols are determined on the premise that **generally** services provided to a Covered Person while confined to a psychiatric or substance abuse bed (exclusive of Medical consultation services) with a primary MH/SUD Service shall be the responsibility of Optum, while services provided to a Covered Person while confined to a medical bed with primary Medical services (exclusive of

professional MH/SUD consulting services) shall be the PLAN's or PLAN's medical delegate's responsibility PLAN's. If a patient is in a medical bed only due to the unavailability of a psychiatric bed, Optum is liable for the associated days.

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
B. Emergency Room		
1. Covered Person is referred to or presents at an emergency room and obtains services, which **are not** followed by an admission to the hospital.	Emergency Room	PLAN shall be responsible for psychiatric and other mental health consultations. PLAN shall be responsible for all other professional, ancillary and emergency room charges.
2. Covered Person is referred to or presents at an emergency room and such services **are** followed by an admission to the hospital.	Medical Bed/services Psychiatric or CD bed/services, or if not available, a medical bed.	PLAN Optum
B. Inpatient Admission for Suicide Attempt		
1. Stabilization of the medical complications of a suicide attempt, that require admission to a medical unit or ICU	Medical or ICU bed	PLAN.
2. Psychiatric consultation services	Medical bed, psychiatric or CD bed	Optum
For the above, Optum will assist in the discharge planning process early to facilitate timely transfer to par facility (or outpatient provider when indicated) where available for continuation of treatment.		

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
3. Inpatient psychiatric admission following medical stabilization	Psychiatric bed or medical bed if psych bed is not available	Optum
C. Substance Use Disorders 1. Detoxification	***Determinant is provider and place of service***	
a. Patient admitted for observation/detox by a Optum physician	Psychiatric or substance abuse bed with Optum physician	Optum
b. Acute withdrawal, seizures, delirium tremens, medical instability	Medical bed or detox unit with medical provider	PLAN Optum
c. Psychiatric consultations	Medical bed/service	PLAN
d. Korsakoff's disease/Wernicke's	Medical bed/service	PLAN
e. Abnormal PE, chest x-ray, chemistry, electrolytes (including CT and MRI) requiring active treatment of a medically unstable patient	Medical bed/service	

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
f. Complicating disorder causing medical instability (e.g., pneumonia, malnutrition, diabetic ketoacidosis, anemia, gastritis with hematemesis, acute hemorrhagic pancreatitis, cirrhosis and hepatic failure, meningitis, subdural hematoma)	Medical bed/service	PLAN
g. Benzodiazepine or barbiturate withdrawal/detox	Medical bed/service	PLAN
2. Primary Treatment for Substance Use Disorder	N/A	Optum
a. Services rendered at a clinic, as a consultation in the emergency room or a medical bed, or implemented on an outpatient basis with occasional residential or inpatient stay as necessary for primary treatment of chemical dependency		
D. Psychological Testing	***Determinant is <u>requesting</u> provider type***	
1. Neuropsychological Testing		

	When requested by a Optum provider and/or authorized by Optum	Optum
	When ordered or authorized by a medical or primary care provider	PLAN (will provide a list of network providers upon request)
2. Psychological Testing	***Determinant is prior authorization by Optum***	
	When approved and authorized by Optum	Optum
E. Electroconvulsive Therapy (ECT) 1. ECT services including anesthesiology services	N/A	Optum

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
F. Eating Disorders	***Determinant is type of service, place of service and authorizing organization***	

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
1. Primary reason for hospitalization is for the active treatment of a medical co-morbidity (e.g., arrhythmia treated on a telemetry unit, hypotension treated with pressor agents, hematemesis requiring upper GI endoscopy)	Medical bed/service	PLAN
2. Medical complications requiring active medical treatment authorized by the PLAN/medical provider (e.g., dehydration requiring IV rehydration)	Medical bed/service	PLAN
3. Psychiatric consultation	Medical bed	Optum
	Determinant is prior authorization and ongoing care management by Optum	
4. Ongoing behavioral treatment including use of nasogastric tube feeding for patients who refuse to eat, physical therapy to teach normal patterns of exercise, occupational therapy to address self-esteem and body image issues	Eating disorder unit or psychiatric bed/service with prior authorization from Optum	Optum

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
G. Chronic Pain		
1. Medical diagnosis or treatment	Medical bed or outpatient	PLAN Optum
2. Psychiatric evaluation/consultation and ongoing treatment or comorbid psychiatric conditions	Medical bed or outpatient	
3. Psychological testing	***Determinant is <u>requesting</u> provider type and authorization***	
	When requested by a Optum provider and authorized by Optum. When ordered or authorized by a medical or primary care provider	Optum PLAN
H. Head Injury		
1. Medical or medical rehabilitation programs	Medical bed or residential	PLAN
2. Outpatient psychotherapy, groups, psychiatric consultation	N/A	Optum

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
I. Geriatric/Alzheimer Disease 1. Diagnosis/treatment 2. Psychiatric assessment, consultation, stabilization, medication management	Medical or specialized unit: includes need or awaiting placement for nursing home and discharge planning Psychiatric unit/service Nursing home	PLAN Optum Optum
J. Prescription Drugs 1. Cost of all outpatient prescription medications	N/A	PLAN pharmacy benefit
K. Diagnostic Procedure 1. Medical outpatient diagnostic procedures including labs, EKG, x-rays, EEG, CT scans and MRIs	N/A	PLAN

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility

Clinical Markers	Placement/Determinant	Clinical/Financial Responsibility
L. Ambulance		
1. Transportation to the hospital prior to admission	To a medical bed/service	PLAN
	To a psychiatric or substance abuse bed/service	PLAN
2. Secured transfer during a hospital stay or from one facility to another (i.e., from a medical facility to a psychiatric facility or from one psychiatric facility to another)	N/A	PLAN
3. Transfer from a psychiatric facility to a medical facility for a medical emergency	N/A	PLAN
M. TMJ	N/A	PLAN when Covered Person has coverage
N. Biofeedback	N/A	PLAN for services

EXHIBIT C
CLAIMS PAYMENT SERVICES

1. Claims Processing Services. Optum will determine whether a claim for MH/SUD Services and supplies is payable consistent with the applicable Plan Document and this Agreement, and process claims for Covered Services. Optum shall develop and apply standards of Medical Necessity, efficiency and appropriateness that reflect patterns of care found in established managed behavioral health care environments. Optum shall have the right to determine the availability of covered benefits for Covered Persons, including whether such covered benefits apply in an inpatient or outpatient setting, consistent with the terms and conditions of this Agreement.

In applying a Benefit Plan's provisions, Optum will use claim procedures and standards that Optum develop for benefit claim determination, which shall include: prior notification requirements; prospective, concurrent and retrospective utilization review; and discharge planning. PLAN delegates to Optum the discretion and authority to use such procedures and standards and will ensure that all Benefit Plans are consistent with Optum's methods of providing Services under this Agreement. In processing such claims, Optum will:

(a) make any reasonably appropriate investigation of the documentation relating to or provided in support of claims to verify the legitimacy of such claims, while simultaneously reserving the right to rely on documentation that appears valid on its face in making such a determination;

(b) in accordance with Optum's policies and procedures, monitor claims in an effort to detect, prevent and recover payment of benefits with respect to fraudulent or duplicative claims;

(c) promptly in accordance with time frames required by Applicable Law notify each claimant whose claim has been denied of the reason for the denial and, with respect to any such claims made under the terms of a Benefit Plan, of claimant's right to appeal such denial under the Benefit Plan;

(d) track and administer Co-payment, Coinsurance and Deductible amounts applicable to Covered Persons; and

(e) provide for the payment of benefits and fees to Participating Providers according to the provisions contained in this Agreement and the applicable Benefit Plans.

2. **Providing Funds for Benefits.** With respect to Benefit Plans, Optum provides administrative services only and PLAN is solely responsible for providing funds for payment for all Benefit Plan benefits. Optum shall be entitled to temporarily suspend claim payments in the event PLAN fails to pay Optum or fund payments in accordance with this Agreement. Optum will remove such suspension on receipt of payment pursuant to the terms of the Agreement. In the event that claim payments are suspended as stated above, Optum shall not be responsible for any failure to meet any performance obligation under this Agreement.

3. **Bank Account.** Optum shall maintain one or more Benefits Demand Deposit Bank Account(s) ("Bank Account") for the payment of Benefit Plans and Self-Funded plan benefits, expenses, and fees for purposes of paying claims on behalf of PLAN. PLAN acknowledges that the Bank Account(s) may contain money from other plans or customers for purposes of administering and paying claims for such other customer plan benefits.

4. **Banking Arrangements.** Optum will advise PLAN of the funds needed to cover the payment of all Benefit Plan benefits. PLAN will ensure that those funds are transferred to Optum, in a manner that Optum reasonably require but in no event longer than forty-eight (48) hours of Optum's request.

5. **Escheatment.** As between PLAN and Optum, Optum will be responsible for compliance with and remittances due under applicable escheat laws of any jurisdiction as they apply to any payments for Covered Services.

6. **Run-Out Administration.** Optum will, for claims with dates of service prior to the effective termination date, provide run-out of claim processing for Benefit Plans for three (3) months following the Agreement's effective date of termination or expiration (or the group's termination for those groups that terminate while this Agreement is still effective) (the "run-out period"). PLAN will be financially responsible for the cost of benefits under Benefit Plans. The first three (3) months of the run-out period is at no additional charge. Upon written agreement between the parties and for an additional fee, the parties may extend the run-out period. Optum will not provide run-out after the Agreement's termination if the Agreement was terminated because PLAN failed to pay Optum fees due or fund benefits for which PLAN is financially responsible, or because PLAN committed a Material Breach of the Agreement.

   When this Agreement terminates, the method of providing funds for the Benefit Plan benefits remains in place for the duration of the run-out period or such other period

Optum is administering the payment of claims as agreed upon by the parties in writing, whichever is longer.

EXHIBIT D
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA") is incorporated into and made part of the Agreement by and between United Behavioral Health, on behalf of itself and its subsidiaries and Affiliates ("Business Associate"), and PLAN ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

1. DEFINITIONS

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").

1.2 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 "Privacy Rule" means the federal privacy regulations, and "Security Rule" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 "Services" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE. With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA 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). For the purposes of reporting

under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

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 on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

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, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(l).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. <u>RESPONSIBILITIES OF COVERED ENTITY.</u> Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations

on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. <u>PERMITTED USES AND DISCLOSURES OF PHI.</u> Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances 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, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any 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 PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets

the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

5. TERMINATION

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days 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 return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate 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 and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. MISCELLANEOUS. The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 2, 3, 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

EXHIBIT E
Insurance Requirements

Notice: Optum must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to commencement of work.

Optum shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.

b) All policies providing liability coverage(s), other than professional liability, cyber risk liability, and workers compensation policies, obtained by Optum and any sub-consultants to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a Political Subdivision of the State of Florida as an Additional Insured.

c) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by Optum to the County through InsuranceCerts@pinellascounty.org within five (5) days after the expiration date.

d) For each insurance policy and/or certificate Optum shall agree to the following terms and/or conditions:

1. Optum shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by Optum from its insurer. Notice shall be given by mail to: Pinellas County, Risk Management 400 South Fort Harrison Avenue, Clearwater, FL 33756. Nothing contained herein shall absolve Optum of this requirement to provide notice.
2. Should the Optum, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement
3. When additional insured status applies, the policies shall be written on a primary, non-contributory basis.
4. Insurance policies, other than Professional Liability and Cyber Liability, shall include waivers of subrogation in favor of Pinellas County from Optum.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure are as follows:

a) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000.00
Per Employee Disease	$ 500,000.00
Policy Limit Disease	$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	$ 1,000,000.00
Products/Completed Operations Aggregate	$ 2,000,000.00
Personal Injury and Advertising Injury	$ 1,000,000.00
General Aggregate	$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles including loading and unloading coverage. If Optum does not own any vehicles, then evidence of Hired and Non-owned coverage under Commercial General Liability is sufficient. Coverage shall be on an "occurrence" basis, insurance is to include coverage for loading and unloading hazards, unless Optum can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	$ 1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Optum may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	$ 1,000,000.00
General Aggregate	$ 1,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and Optum's legal liability to others for notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	$ 1,000,000.00
General Aggregate	$ 1,000,000.00

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

(6) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	$ 500,000.00
General Aggregate	$ 500,000.00

(7) Property Insurance Optum will be responsible for all damage to its own property, equipment and/or materials.