

AGREEMENT

21-0162-P

GROUP MEDICAL, EMPLOYEE ASSISTANCE, AND MANAGED BEHAVIORAL AND MENTAL HEALTH BENEFITS

This Agreement (the "Agreement" or "Contract") is entered into on the date last executed below ("Effective Date") by and between Pinellas COUNTY, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and UMR, Inc., whose primary address is 400 E. Business Way, Suite 100, Cincinnati, OH 45241 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions Goods & Services Agreements As Amended For Contract No. 21-0162-P, attached as Exhibit A
 - c. Banking and Administration, attached as Exhibit B
 - d. Pricing, attached as Exhibit C
 - e. Insurance Requirements, attached as Exhibit D
 - f. Administrative Services Offered by CONTRACTOR, attached as Exhibit E
 - g. Guarantees, attached as Exhibit F
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 60 months from January 1, 2025 ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for one (1) additional twenty-four (24) month term or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit C and E. COUNTY expenditures under the Agreement for fees for CONTRACTOR Services will not exceed \$15,000,000.00 for the Contract Term without a written amendment to this Agreement.
2. In the event the number of employees increases or decreases by 15% or more, the COUNTY and CONTRACTOR may mutually renegotiate fees. The COUNTY will notify CONTRACTOR within 60 days upon becoming aware that its enrollment increases or decreases by 15% or more.

D. Funding and Payment of Claims

1. **Bank Account.** CONTRACTOR, on COUNTY's behalf, will open and maintain a Bank Account under the COUNTY's Employer Identification Number (EIN) to provide CONTRACTOR access to COUNTY's funds for payment of:
 - a. Plan benefits,
 - b. Plan expenses (e.g., state surcharges and assessments) and
 - c. If authorized by COUNTY, other COUNTY financial obligations and fees.

The Bank Account and funds in the Bank Account are the property of the COUNTY. Funds in the Bank Account will not be commingled with any other CONTRACTOR customer funds. The Bank Account will be at a Qualified Public Depository in accordance with Chapter 280, Florida Statutes.

2. **Balance In Account.** COUNTY will maintain a minimum required Bank Account balance to cover seven (7) days of expected Bank Account activity (the "Account Balance"). CONTRACTOR and COUNTY will mutually agree upon the minimum required Bank Account Balance based on expected Plan payment obligations, with adjustments for anticipated non-daily activity (e.g., prescription drug benefits and Fee payments). CONTRACTOR will notify COUNTY if and when the minimum required Bank Account Balance requires revision.
3. **Issuing and Providing Funds.** Payments will be processed through the COUNTY's Bank Account.

CONTRACTOR will issue COUNTY a weekly funding notice containing a summary of all payments issued by CONTRACTOR from the Bank Account during the previous week. Payment register detail will be available on the CONTRACTOR portal the day prior to the funding notice being sent to the COUNTY. The COUNTY will initiate the funding transaction to replenish the account to the minimum required bank account balance within three (3) business days from receipt of the funding notice, excluding bank holidays.

At the Fee shown in Exhibit C – Pricing, the CONTRACTOR will:

- a. send search letters to payees with outstanding checks over \$100.00 and 180 days of issuance and
 - b. automatically stop payment on all checks that have not been cashed within twelve months of issuance and
 - c. provide COUNTY with reports for the purposes of performing escheat. COUNTY is solely responsible for making unclaimed payee payments directly.
4. **Underfunding.** If COUNTY does not provide sufficient funds to maintain the required minimum Bank Account Balance:
 - a. The COUNTY must correct the funding deficiency and provide prompt notice to CONTRACTOR. If CONTRACTOR learns of the funding deficiency, CONTRACTOR must notify COUNTY within one business day so COUNTY can correct the deficiency and
 - b. CONTRACTOR may place stop payments on checks, stop issuing checks and non-draft payments, and suspend any of its other services under this Agreement for the period of time COUNTY does not provide the required funding and
 - c. If COUNTY does not correct the funding deficiency within five (5) business days, CONTRACTOR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be prospectively from the date of notice of termination, which shall not be before the 5th business day after CONTRACTOR'S notice to COUNTY to correct the deficiency.

5. **Termination.** When this Agreement terminates, the Bank Account funding method will remain in place for the length of a twelve (12) month run-out period to process run-out claims. Following the run-out period, the account will remain open for up to an additional six (6) months to process checks for Plan benefits that have been issued but not cashed. During the six (6) month period following the run-out period, the required minimum Account Balance will be adjusted through mutual agreement of the parties to cover all uncashed checks written against the account prior to the conclusion of the run-out period. At the conclusion of the six (6) month period following the run-out period, CONTRACTOR will close the Bank Account, and COUNTY will recover any remaining funds from the Account Balance and remaining uncashed checks. CONTRACTOR will provide bank statements, and Bank Account reconciliation reports, including reports COUNTY needs for the purposes of performing escheat.
6. **Escheat.** COUNTY is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.
7. CONTRACTOR will promptly adjust any underpayment of Plan Benefits by drawing additional funds due the claimant from the Bank Account. In the event CONTRACTOR determines that it overpays a claim for Plan Benefits or pays Plan Benefits to the wrong party, it must take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to recover the overpayments of Plan Benefits to the extent allowed by law. CONTRACTOR will not be required to initiate court, mediation, arbitration, or other administrative proceedings to recover any overpayment of Plan Benefits or to collect or recover Pay-for-Performance Recovery. However, when it elects to do so, CONTRACTOR is expressly authorized by COUNTY to take all actions on behalf of the COUNTY and/or the Plan to pursue overpayment recovery of Plan Benefits or to collect or recover Pay-for-Performance Recovery including, but not limited to, retaining counsel, settling and compromising claims or Pay-for-Performance Recoveries, in which case CONTRACTOR will be responsible for the attorney fees, court costs or arbitration fees incurred by CONTRACTOR in the specific overpayment recovery action of Plan Benefits (not applicable to subrogation or conditional claim payment recoveries) or to collect or recover Pay-for-Performance Recovery, but not any other associated third party costs absent consent of CONTRACTOR. CONTRACTOR will not be responsible for reimbursing any unrecovered payments of Plan Benefits unless made as a result of its negligence or willful conduct.
8. COUNTY will promptly reimburse CONTRACTOR for any Bank Account Payments paid by CONTRACTOR with its own funds on COUNTY's behalf, and no such payment by CONTRACTOR will be construed as an assumption of any of COUNTY's liability for such Bank Account Payments.
9. Following termination of this Agreement, COUNTY will remain liable for payment of all Plan Benefits and other due Bank Account Payments and for all reimbursements due Members under the Plan. COUNTY will promptly reimburse CONTRACTOR for any Bank Account Payments paid by CONTRACTOR with its own and no such payment by CONTRACTOR will be construed as an assumption of any of COUNTY's liability.

E. Charges

1. **Charges.** COUNTY agrees to pay monthly fees to CONTRACTOR based on COUNTY's own enrollment data. COUNTY agrees to send CONTRACTOR an electronic file in a mutually agreeable format containing sufficient information to allow CONTRACTOR to reconcile the fees being paid with the reported enrollment in CONTRACTOR's system. If CONTRACTOR identifies discrepancies between COUNTY's and CONTRACTOR's enrollment data, CONTRACTOR will provide information regarding the differences to COUNTY. If the CONTRACTOR was overpaid by the COUNTY, a credit will be applied to the Customer's next invoice. If COUNTY owes CONTRACTOR, CONTRACTOR will invoice COUNTY, who will pay CONTRACTOR within 45 days. All payment, invoicing, and dispute resolution will be in

accordance with the Local Government Prompt Payment Act, Fla. Stat. 218.70 et. seq., and COUNTY policy established in conformance therewith.

- 2. Changes, Additions, and Terminations. If a Subscriber's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Subscriber will be due for that Subscriber for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Subscriber, no charges will be due for that Subscriber for that month.
- 3. Retroactive Changes and Terminations. COUNTY will remain responsible for all applicable charges and Bank Account Payments incurred or charged through the date that CONTRACTOR processes the retroactive change or termination of membership or five (5) days from COUNTY's notice thereof, whichever is shorter. However, if the change or termination would result in a reduction in charges, CONTRACTOR will credit to COUNTY the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date CONTRACTOR processes the notice, or (b) the period from the date of the change or termination to the date CONTRACTOR processes the notice.

CONTRACTOR will be entitled to rely on the most current information in CONTRACTOR's possession regarding eligibility of Members in paying Plan benefits and providing other services under this Agreement.

- 4. This Section E will survive termination of this Agreement.

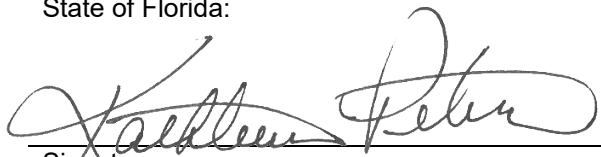
F. Entire Agreement

This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the State of Florida:

CONTRACTOR:



 Signature



 Signature

Kathleen Peters

 Printed Name

Nicholas J. Zaffiris

 Printed Name

Chair

 Printed Title

CEO Florida Health Plan

 Printed Title

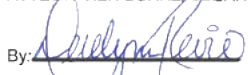
August 13, 2024.

 Date

July 17, 2024

 Date

ATTEST: KEN BURKE, CLERK

By: 



APPROVED AS TO FORM

By: Marshall Brannon
 Office of the County Attorney

**EXHIBIT A - PINELLAS COUNTY STANDARD TERMS & CONDITIONS GOODS & SERVICES AGREEMENTS
AS AMENDED FOR CONTRACT NO. 21-0162-P**

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1. DEFINITIONS

- A. **“Agreement”** means the agreement CONTRACTOR is entering into with Pinellas COUNTY, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term “Agreement” may be used interchangeably with the terms “Contract.”
- B. **“Applicable Law”** means the state, federal, and/or regulation that apply to a Party or the Plan.
- C. **“Bank Account”** means a benefit plan account with a bank designated by CONTRACTOR; established and maintained by Employer in its or a nominee’s name.
- D. **“CONTRACTOR”** means the entity entering into an agreement with Pinellas COUNTY and may be used interchangeably with the terms “bidder,” “respondent,” “contractor,” “vendor,” “submitter,” or “proposer” in relation to any solicitation for goods or services.
- E. **“Confidential Records”** and **“Confidential Information”** mean any information of any Party that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes AND is designated in writing as a trade secret by CONTRACTOR (unless otherwise determined to be a non-confidential public record by applicable Florida law). Notwithstanding the foregoing, Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure in breach of the Agreement; (ii) becomes available to the Party on a non-confidential basis from a third-party source that is not prohibited from disclosing such information; (iii) is known by the Party prior to its receipt from the other Party without any obligation or confidentiality with respect thereto; or (iv) is developed by the Party independently of any disclosures made in relation to the Agreement.
- F. **“CONTRACTOR Personnel”** means all employees of CONTRACTOR and all employees of subcontractors of CONTRACTOR, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
- G. **“Employee”** means a person eligible for the Plan as a current or former COUNTY employee.
- H. **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended and related regulations. CONTRACTOR acknowledges that COUNTY’s Plan may not be subject to ERISA.
- I. **“Extra-Contractual Benefits”** means payments which the Employer has instructed the CONTRACTOR to make for health care services and/or products that the CONTRACTOR has determined are not covered under the Plan.
- J. **“Member”** means a person enrolled in the Plan as an Employee or dependent of an Employee.
- K. **“Overpayments”** Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.
- L. **“Participating Employee”** or **“Participating Employees”** means Employee(s) who is/are enrolled in the Plan.
- M. **“Participant”** or **“Participating Member”** or **“Participating Members”** means Member(s) who is/are participating in a specific program and/or product available to Members under the Plan.
- N. **“Participating Providers”** means providers of health care services and/or products who/which contract directly or indirectly with CONTRACTOR to provide services and/or products to Members.
- O. **“Party/Parties”** means COUNTY and CONTRACTOR, each a “Party” and collectively, the “Parties.”
- P. **“COUNTY”** or **“Pinellas COUNTY”** means Pinellas COUNTY, a governmental agency and subdivision of the State of Florida.
- Q. **“Plan”** means COUNTY’s Self-Funded health benefits plan, as described in the Summary Plan Description.

- R. **“Plan Benefits”** means amounts payable under the terms of the Plan for expenses incurred by Members for services/items covered under the Plan.
- S. **“Plan Year”** means the twelve (12) month period, beginning on the Effective Date and, thereafter, each subsequent twelve (12) month period.
- T. **“Products”** means any products or goods provided pursuant to an Agreement and may be used interchangeably with the terms **“Materials”** or **“Goods.”**
- U. **“Run-Out Claims”** means claims for Plan Benefits relating to health care services and products that are incurred but not processed prior to termination of this Agreement; termination of a Plan benefit option or termination of eligible Members, as applicable.
- V. **“Services”** means the work, duties, and obligations to be carried out and performed by CONTRACTOR under an Agreement. Services include any component task, subtask, service, or function inherent, necessary, or a customarily part of the Services contracted for but not specifically described in the Agreement, and include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in the Agreement.
- W. **“Subscriber”** means a Member whose status as an Employee is the basis for eligibility under the Plan.
- X. **“Summary Plan Description (or “SPD”)**” means the document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

2. ACCEPTANCE OF DELIVERABLES

This Section is intentionally omitted from the Agreement.

3. COMPLIANCE WITH APPLICABLE LAWS

A. **Compliance with Laws, Generally**

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

B. **Convicted Vendors**

The CONTRACTOR warrants that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to Section 287.133 of the Florida Statutes or on any similar list maintained by any other state or the federal government. The CONTRACTOR will immediately notify the COUNTY in writing if its ability to perform is compromised in any manner during the term of the Agreement.

C. **Discrimination & Discriminatory Vendors**

In the performance of the Services, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability.

As required by Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the discriminatory CONTRACTOR list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any

public entity.

D. Public Entities Crimes

CONTRACTOR is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to COUNTY that CONTRACTOR is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

4. CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder and that no person having any such interest will be employed by CONTRACTOR during the agreement term and any extensions; and during the term of this Agreement.

The CONTRACTOR must promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the CONTRACTOR is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from CONTRACTOR's legal counsel, at CONTRACTOR's sole expense, as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

5. COOPERATIVE USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

This section is intentionally omitted from the Agreement.

6. FORCE MAJEURE

Neither Party is responsible for a delay resulting from its failure to perform if neither the fault nor the negligence of the Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, pandemics, or other similar cause wholly beyond the Party's control. In case of any delay the CONTRACTOR believes is excusable under this provision, the CONTRACTOR will notify the COUNTY in writing of the delay or potential delay and describe the cause of the delay either: 1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONTRACTOR could not reasonably foresee that a delay could occur as a result; or, 2) if delay is not reasonably foreseeable, within five (5) days after the date the CONTRACTOR first had reason to believe that a delay could result. THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH

RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against the COUNTY. The CONTRACTOR will not be entitled to an increase in the Contract price or payment of any kind from the COUNTY for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph after the causes have ceased to exist the CONTRACTOR will perform at no increased cost. Notwithstanding the above, if the COUNTY determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the COUNTY, the COUNTY may accept allocated performance or deliveries from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COUNTY with respect to products subjected to allocation; or may purchase from other sources (without recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the Products or Services that are subject of the delay, which purchases may be deducted from the Agreement quantity; or may terminate the Agreement in whole or in part.

7. INDEMNIFICATION AND LIABILITY

A. Indemnification

CONTRACTOR agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all non-Plan Benefit damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from negligence of CONTRACTOR in the performance of Services under the Agreement; or on account of negligent any act or omission, neglect or misconduct of CONTRACTOR; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole or contributory negligence of the COUNTY. COUNTY retains responsibility for the payment of any valid claims to the extent otherwise payable by the COUNTY in the absence of such legal actions or claims (e.g., self-funded claims). CONTRACTOR retains responsibility for the payment of valid claims otherwise payable by CONTRACTOR in the absence of such legal action or claims (e.g., fully insured), and, notwithstanding the foregoing, will indemnify only in the event, and to the extent it has negligently failed to process valid claims when due.

B. Liability

Neither the COUNTY nor CONTRACTOR will make any express or implied agreements, guarantees, or representations or incur any debt in the name of or on behalf of the other Party that are not expressly authorized in this Agreement. Neither the COUNTY nor CONTRACTOR will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in this Agreement. The COUNTY will have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the CONTRACTOR of its business, whether caused by the CONTRACTOR's negligence or willful action or failure to act.

- i. **Litigation Against CONTRACTOR.** In performing CONTRACTOR's obligations under this Agreement, CONTRACTOR neither insures nor underwrites any liability of COUNTY or the Plan and with respect to COUNTY as employer or Plan Administrator, CONTRACTOR acts only as the provider of the administrative services described in this Agreement. If any legal action or proceeding is brought to recover Plan benefits ("Plan Benefits Litigation") against CONTRACTOR regarding Plan benefits related to services under this Agreement, CONTRACTOR will select and retain defense counsel to represent its interest. CONTRACTOR must provide written notice to COUNTY of any Plan Benefits Litigation within 30 days after CONTRACTOR receives notice of any legal action or proceeding brought against CONTRACTOR to recover Plan Benefits. CONTRACTOR will make available to COUNTY evidence relevant to any such Plan Benefits Litigation brought against CONTRACTOR, will notify COUNTY of any scheduled trial or arbitration hearings, and will notify COUNTY within ten (10) days after the Plan Benefits Litigation is resolved or settled.
- ii. **Litigation Against COUNTY and CONTRACTOR.** In the event that a Plan participant or health care provider seeks to recover Plan benefits through Plan Benefits Litigation against the COUNTY (or the Plan) and CONTRACTOR jointly and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests. CONTRACTOR will make available to COUNTY and COUNTY's counsel evidence relevant to any Plan Benefits Litigation.
- iii. **Litigation Against COUNTY.** If litigation or administrative proceedings are begun against COUNTY and/or the Plan, COUNTY will select and retain counsel, and COUNTY will be responsible for all legal fees and costs in connection with such litigation. CONTRACTOR will cooperate fully in the defense of litigation arising out of matters relating to this Agreement.

- iv. In all events above (i., ii., iii.), COUNTY is responsible for the full amount of any Plan benefits paid as a result of such Plan Benefits Litigation.

C. Survival. This section will survive the termination of this Agreement.

8. INSURANCE & CONDITIONS PRECEDENT

The Parties' rights and obligations under the Agreement are contingent upon and subject to the CONTRACTOR securing and/or providing any performance security or insurance coverage(s) required by the Agreement within ten (10) days of the Effective Date unless another date is expressly designated. No services will be performed by the CONTRACTOR, and the COUNTY will not incur any obligations of any type until the CONTRACTOR satisfies these conditions. Unless waived in writing by the COUNTY, in the event the CONTRACTOR fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void.

9. INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of the Agreement. However, any intellectual property developed as a result of the Agreement will belong to and be the sole property of the COUNTY. The rights conveyed to the COUNTY pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed, and refined by the CONTRACTOR and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, COUNTY will not be prohibited from providing provider-specific cost or quality of care information or data through a consumer engagement tool or any other means to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by Law.

Neither party may a) sell, license, or grant any other rights to the other party's intellectual property, (b) use the other party's intellectual property for the creation, operation, or improvement of any product, service, or database for external or commercial use, or c) use the other party's intellectual property to contract with or manage healthcare or pharmacy providers, coalitions or networks.

10. MISCELLANEOUS

A. Advertising

Subject to Chapter 119, Florida Statutes, the CONTRACTOR will not publicly disseminate any information concerning the Agreement without prior written approval from the COUNTY, including, but not limited to, mentioning the Agreement in a press release or other promotional material, either in print or electronically, to any entity that is not a party to Agreement.

B. Amendment

The Agreement may be amended by mutual written agreement of the Parties.

C. Assignment

This Agreement and any rights or obligations hereunder will not be assigned, transferred, or delegated to any other person or entity by the CONTRACTOR without express prior written consent of the COUNTY. Any purported assignment in violation of this section will be null and void.

D. Subcontracting

CONTRACTOR is fully responsible for the completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. CONTRACTOR shall not subcontract any Core Work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion. Core Work includes claims adjudication services, participant customer services, and nationwide provider contracting.

E. Due Authority

By signing any Agreement, each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into the Agreement; (ii) each person executing the Agreement on behalf of the Party is authorized to do so; (iii) the Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

F. Equal Opportunity & COUNTY Gift/Gratuity Policy

Pinellas COUNTY is committed to a workplace, which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas COUNTY are prohibited from accepting gifts and/or gratuities from CONTRACTORS. CONTRACTOR agrees to ensure that its employees, subcontractors, consultants and other agents honor this policy.

G. Execution in Counterparts.

The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

H. Governing Law & Venue

This Agreement and any associated purchases will be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the appropriate court located in or for Pinellas COUNTY, Florida. This choice of venue is mandatory. Each Party waives any right it may have to assert the doctrine of *forum non-conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

I. Name Changes

The CONTRACTOR is responsible for immediately notifying the COUNTY of any company name change which would cause invoicing to change from the name used at the time of the original Agreement.

J. Non-Exclusive Agreement

Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion.

K. Parties to the Agreement

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create or will create any benefits, rights, or responsibilities to any third parties. Persons or entities not a party to the Agreement may not claim any benefit from the Agreement or as third-party beneficiaries thereto.

L. Project Monitoring

Project Monitoring - During the term of the Agreement, CONTRACTOR will cooperate with the COUNTY, either directly or through its representatives, in monitoring CONTRACTOR's progress and performance of this Agreement.

M. Severability

If any Section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.

N. Waiver

The delay or failure by either Party to exercise or enforce any of its rights under the Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

11. NOTICES

Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested, or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice will be deemed to have been given on the date shown on the return receipt or the date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

12. PAYMENT & FISCAL OBLIGATIONS

A. Fiscal Non-Funding

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 will be incurred by the COUNTY or any department beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence, and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

B. Invoices

Invoices (if applicable) must be submitted to the billing address indicated below or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.

Invoices (if applicable) must be submitted to:

Clerk of the Circuit Court and Comptroller

Attn: Finance Division / Accounts Payable

PO Box 2438

Clearwater, Florida 33757

Phone: 727-464-8300

Email: FinanceAccountsPay@MyPinellasClerk.gov

The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

C. Refunds

The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

D. Taxes

The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas COUNTY is 85-8013287050C-7, and the Federal Excise Tax Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value-added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding, or other taxes, whether levied upon the CONTRACTOR or CONTRACTOR's assets or upon the COUNTY in connection with the Agreement. Payments to the COUNTY are subject to applicable Florida taxes, which will be the sole responsibility of the CONTRACTOR.

COUNTY will reimburse CONTRACTOR for any amounts CONTRACTOR may be required to pay as state premium tax or any similar Plan-related tax, charge, surcharge or assessment assessed specifically against the COUNTY's plan.

E. Travel Expenses

No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

13. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT

A. Audit

CONTRACTOR will retain all records relating to this Agreement for the period required by applicable law and for a period of at least five (5) years after final payment is made. All records will be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, COUNTY reserves the right to examine and/or audit such records. Audits of claims individually payable by COUNTY (e.g., self-funded claim reviews) will be conducted upon the mutual agreement of appropriate audit scope and terms outlining the time, place, type, duration, and frequency of the audit, and subject to mutually executed audit and non-disclosure agreements. Such mutual agreement will not be withheld unreasonably.

B. Claim Audits

- a. Claim Audit. COUNTY may audit CONTRACTOR's payment of Plan Benefits in accordance with the following requirements:
 - i. COUNTY will provide to CONTRACTOR a scope of audit letter with a, forty-five (45) day advance written request for audit. An annual stratified random sampling audit of no more than 300 claims, combined with any targeted (focused) samples not to exceed 25 transactions, will be provided at no additional cost. For additional audit services, COUNTY may request the time, place, type, duration, fees, and frequency of such audits will be mutually agreed to by the Parties.
 - ii. COUNTY may designate with CONTRACTOR's consent (which consent will not be unreasonably withheld) an independent, third-party auditor to conduct the audit (the "Auditor").
 - iii. COUNTY and CONTRACTOR will agree upon the date for the audit during regular business hours in a virtual/remote audit environment or at CONTRACTOR's office(s) as business needs require.
 - iv. Except as otherwise agreed to by the parties in writing prior to the commencement of the audit, the audit will be conducted in accordance with the terms of CONTRACTOR's Claim Audit Agreement attached hereto as Attachment 4, which is hereby agreed to by COUNTY and which will be signed by the Auditor prior to the start of the audit.

- v. If the audit identifies any claim adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims reviewed and not upon statistical projections or extrapolations.
- vi. COUNTY will be responsible for its Auditor's costs.

While this Agreement is in effect, there will be no additional cost to COUNTY for an audit of payment documents (relating to a random, statistically valid sample of three hundred (300) claims paid during the two prior Plan years and not previously audited, COUNTY may conduct one such audit every Plan Year (but not within six (6) months of a prior audit). In no event will any audit involve Plan benefit payments made prior to the most recent two (2) Plan Years. In the event the Employer requests to alter the scope of the claim audit, CONTRACTOR will endeavor to reasonably accommodate the COUNTY's request, which may be subject to additional charges to be mutually agreed upon by the COUNTY and CONTRACTOR prior to the start of the audit. Charges for audits beyond this scope will be agreed to by COUNTY and CONTRACTOR in writing prior to the audit. Employer may (as determined by CONTRACTOR based upon the resources required by the audit requested) be responsible for CONTRACTOR's reasonable costs with respect to the audit, except that while this Agreement is in effect, there will be no additional cost to Employer for an audit of the following:

- **Claims:** Payment documents relating to a random, statistically valid sample of three hundred (300) claims paid.
 - Requests to review provider contracts will be subject to CONTRACTOR's current criteria and permissions.
- **Appeals:** Documents, including payment documents as appropriate, relating to a random sample of up to thirty-five (35) appeals.
- **Customer Service:** Documentation and review of call recordings relating to a random sample of up to thirty-five (35) Member calls.
 - CONTRACTOR maintains call recordings for up to twelve (12) months, and any customer service audit is limited to the availability of the call recordings.
- **Accumulator/Combined Deductible:** Audits are allowed based on mutually agreed-upon scope of up to thirty (30) cases.
- **Benefit Implementation:** Audits are allowed based on mutually agreed-upon scope and timing. CONTRACTOR will support the benefit implementation audits for review of benefit setup related to claim processing.
- **Medical Cost Containment Program Fees (MCCP):** MCCP audits are limited to confirmation of fees paid by the Employer related to the programs in place. The audits will not include review of documentation that is not applicable to claim administration. In addition, the Auditor agrees that it will not outreach to Participating Providers or Members for claim or medical record information.
 - I. MCCP fee audits are based on the following criteria:
 - Random samples selected by CONTRACTOR based on the following:
 - Twenty-five (25) claims in which fees were paid for the Non-Participating Provider Cost Containment Programs, which include Network Savings Program; Supplemental Network and Medical Bill Review (Pre-payment Cost Containment for Non-contracted claims)
 - One hundred (100) claims related to Other Cost Containment Programs, which include Medical Bill Review (Bill Audit; DRG Validation Audits and Recovery; Medical Implant Device Audits); COB Vendor Recoveries; Secondary Vendor Recovery Program; Provider Credit Balance Program; High-Cost Specialty Pharmaceutical Audits; Eligibility Overpayment Recovery Vendor Services; Class

Action Recoveries and Subrogation/Conditional Claim Payment.

Charges for audits beyond this scope will be agreed to by COUNTY and CONTRACTOR in writing prior to the audit.

C. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

D. Cooperation with the Inspector General

CONTRACTOR will fully cooperate with the Pinellas COUNTY Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

E. Public Records

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. CONTRACTOR 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 and regulations, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the CONTRACTOR agrees to charge the COUNTY 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. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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 CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES AT

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the CONTRACTOR is acting on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

F. Right to Ownership

All work created, originated, and or prepared by CONTRACTOR in performing Services, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials, or information are described in or required by the Services (collectively, the "Work Product") will be COUNTY's property when completed and accepted, if acceptance is required in this Agreement, and the COUNTY has made payment of the sums due therefore. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by the CONTRACTOR created solely for COUNTY may be used by the COUNTY without obligation of notice or accounting to the CONTRACTOR. Any data, information, or other materials furnished by the COUNTY for use by CONTRACTOR under this Agreement will remain the sole property of the COUNTY.

14. TERMINATION

A. CONTRACTOR Default Provisions and Remedies of COUNTY

1. **Events of Default** - Any of the following will constitute a "CONTRACTOR Event of Default" hereunder:
 - i. CONTRACTOR fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; or
 - ii. CONTRACTOR breaches the Confidential Information Section of this Agreement or
 - iii. CONTRACTOR fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a CONTRACTOR Event of Default as set out above, the COUNTY will provide written notice of such CONTRACTOR Event of Default to CONTRACTOR ("Notice to Cure"), and the CONTRACTOR will have 30 calendar days after the date of a Notice to Cure to correct, cure, and or remedy the CONTRACTOR Event of Default described in the written notice.
3. **Termination for Cause by the COUNTY** - In the event that CONTRACTOR fails to cure a CONTRACTOR Event of Default as authorized herein, or upon the occurrence of a CONTRACTOR Event of Default as specified in Termination – CONTRACTOR Default Provisions and Remedies of COUNTY – Events of Default Section of this Agreement, the COUNTY may terminate this Agreement in whole or in part, effective upon receipt by CONTRACTOR of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the COUNTY.

B. COUNTY Default Provisions and Remedies of CONTRACTOR

1. **Events of Default** - Any of the following will constitute a "COUNTY Event of Default" hereunder:
 - i. the COUNTY fails to make timely, undisputed payments as described in this Agreement;

- ii. the COUNTY breaches the Confidential Information Section of this Agreement; or
 - iii. the COUNTY fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a COUNTY Event of Default as set out above, CONTRACTOR will provide written notice of such COUNTY Event of Default to the COUNTY ("Notice to Cure"), and the COUNTY will have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and or remedy the COUNTY Event of Default described in the written notice.
 3. **Termination for Cause by CONTRACTOR** - In the event the COUNTY fails to cure a COUNTY Event of Default as authorized herein, CONTRACTOR may terminate this Agreement in whole or in part effective on receipt by the COUNTY of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the CONTRACTOR.

C. Termination for Convenience

Notwithstanding any other provision herein, the COUNTY may terminate this Agreement, without cause, by giving 30 days advance written notice to the CONTRACTOR of its election to terminate this Agreement pursuant to this provision.

D. Run-Out

In the event of any type of termination, all claims payments or administrative fees due and owing for up to the effective date of termination of this Agreement will be paid, and claims funding will occur during the mutually agreed upon twelve (12) month runout period in accordance with the terms of this agreement.

15. TIME IS OF THE ESSENCE

Time is of the essence of the Agreement. Any Milestones stated in the Agreement are binding. If a Milestone date falls on a day other than a Business Day, such time period will be extended automatically to the next Business Day.

16. WARRANTY OF ABILITY TO PERFORM

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the CONTRACTOR's ability to satisfy its contract obligations.

17. SERVICES

The terms under this Section are applicable if the Agreement includes the provision of SERVICES:

A. Additional Services

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

B. Descoping of Services

The COUNTY reserves the right, in its sole discretion, to de-scope Services upon written notification to the CONTRACTOR by the COUNTY. Upon issuance and receipt of the notification, the CONTRACTOR and the COUNTY will enter into a written amendment reducing the appropriate fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

C. Personnel

1) Approval and Replacement of Personnel

The COUNTY will have the right to pre-approve all CONTRACTOR Key Personnel assigned to provide the Services, which approval will not be unreasonably withheld. Key Personnel will include, at a minimum CONTRACTOR's Strategic Account Executives, Client Services Managers, Health Coaches, and on-site Personnel assigned to provide Services to COUNTY. Prior to commencing the Services, the CONTRACTOR will provide at least ten (10) days' written notice of the names and qualifications of the CONTRACTOR Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the CONTRACTOR will promptly and as required by the COUNTY provide written notice of the names and qualifications of any additional CONTRACTOR Personnel assigned to perform Services. The COUNTY, on a reasonable basis, will have the right to require the removal and replacement of any of the CONTRACTOR Personnel performing Services at any time during the term of the Agreement. The COUNTY will notify CONTRACTOR in writing in the event the COUNTY requires such action. CONTRACTOR will accomplish any such removal within 48 hours after receipt of notice from the COUNTY and will promptly replace such person with another person, acceptable to the COUNTY, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual CONTRACTOR Personnel are prohibited by applicable law from providing Services, removal, and replacement of such CONTRACTOR Personnel will be immediate and not subject to such 48-hour replacement timeframe, and the provisions of the Termination Section of this Agreement will apply if the minimum required staffing is not maintained.

2) E-Verify

CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 448.095. A contractor and subcontractor may not enter into a contract with the COUNTY unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the COUNTY, CONTRACTOR, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this Section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this Section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon the termination of this agreement by the COUNTY for violation of this Section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year.

CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this Section. CONTRACTOR or Subcontractor will insert in any subcontracts the clauses set forth in this Section, requiring the subcontracts to include these clauses in any lower tier subcontracts. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this Section.

3) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act

CONTRACTOR is and will remain an independent contractor and is neither agent, employee, partner, nor joint venturer of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach of the Agreement.

4) Qualified Personnel

CONTRACTOR agrees that each person performing Services will have the qualifications and requirements to fulfill any obligations.

D. Quality of Services

The CONTRACTOR agrees that all Services provided under an Agreement will be performed in compliance with the Agreement terms and to the satisfaction of the COUNTY.

18. EQUIPMENT MAINTENANCE

The terms under this Section are applicable if the Agreement includes equipment maintenance:

A. Extra Compensation

No repairs, replacements of parts, or equipment that will result in extra charges not covered by this contract will be performed by the CONTRACTOR without first submitting a written estimate of cost of the same and securing written approval from the COUNTY.

B. Addition and Deletion

In the event any machine or equipment is subsequently purchased, the type of which is covered by the Agreement, such machine or equipment may, at the COUNTY's discretion, be added to the Agreement at the established rate and under the same terms and conditions. Any machine or equipment covered by the Agreement may, at the COUNTY's discretion, be deleted therefrom, and the compensation contracted for proportionately reduced at any time provided 30 days written notice is given to the CONTRACTOR.

19. DIGITAL CONTENT

The terms under this Section are applicable if the Agreement includes software, online, or digital content services:

A. Americans with Disabilities Act (ADA) Digital Accessibility Compliance

All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether there are more or less stringent than WCAG 2.1 AA.

COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY:

1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice;
2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or
3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

B. Software Updates

At no additional charge to the COUNTY, the CONTRACTOR will provide all necessary updates to the software to comport with the purpose of this Agreement and to comply with legislative changes. "Update" means any published changes, additions, or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality, or legislative changes that CONTRACTOR makes generally available to its customers. COUNTY will notify CONTRACTOR as soon as possible of any necessary changes to the functionality of the software to comply with legislative changes.

20. ACQUISITION OF GOODS OR PRODUCTS

The terms under this Section are applicable if the Agreement includes the acquisition of GOODS or PRODUCTS:

A. Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the COUNTY reserves the right to acquire additional quantities of the Product up to the amount shown in the Agreement, not to exceed double the initial agreed upon order, at the Agreement prices.

B. Best Pricing Offer

During the term of the Agreement, if the COUNTY becomes aware of better pricing offered by the CONTRACTOR for substantially the same or a smaller quantity of a Product outside the Agreement, but upon the same or similar terms of the Agreement, then the CONTRACTOR will extend the lower pricing to the COUNTY, or the COUNTY may purchase that item for the lower price from another provider. If the CONTRACTOR lowers their pricing during the term of the Agreement, the CONTRACTOR will automatically furnish the lower price to the COUNTY without prompting.

C. Discounts

If the Agreement is for Products to be ordered more than once, CONTRACTOR agrees to negotiate reasonable quantity discounts for one-time delivery of large single orders of Products under the Agreement, such discounts being not less than 5% and not more than 25% of the contracted per-unit price for the Products. A large single order is an order that is at least 25% more than the average of the prior 6 orders, or, if the number of orders is less than six (6), then such volume as agreed by the Parties to be a large order. The COUNTY may seek to negotiate additional price concessions on quantity purchases of any Products offered under the Contract.

Delay in receiving an invoice, invoicing for products shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for COUNTY to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

D. Material Safety Data Sheet

In accordance with OSHA Hazardous Communications Standards, it is the CONTRACTOR's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet (SDS) at the time of delivery.

E. Material Quality

CONTRACTOR warrants that all products purchased and delivered under the Agreement will be of first quality and not damaged and or factory seconds. In the COUNTY's sole discretion, goods rejected due to damage, inferior quality, or workmanship may be returned to the CONTRACTOR at the CONTRACTOR's expense and are not to be replaced except upon receipt of written instructions from the COUNTY. If the COUNTY elects to have such goods replaced, the materials will be exchanged within 24 hours of notice to the CONTRACTOR at no charge to the COUNTY. All manufacturer, producer, or seller warranties offered to any other purchaser are expressly available and applicable to COUNTY.

F. Variation in Quantity

COUNTY assumes no liability for products produced, processed or shipped in excess of the amounts ordered pursuant to the terms of the Agreement or associated Purchase Order.

G. Product Versions & Equivalents

Each purchase will be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order unless the COUNTY specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version. Unless otherwise specified, any manufacturers' names, trade names, brand names, information, or catalog numbers listed in a specification or purchase order are descriptive, not restrictive. With the COUNTY's prior written approval, the CONTRACTOR may provide any product that meets or exceeds the applicable specifications. The CONTRACTOR will demonstrate comparability through such means as appropriate catalog materials, literature, specifications, or test data. The COUNTY will determine in its sole discretion whether a Product is acceptable as an equivalent.

H. Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source will be constructed and approved in a manner acceptable to the appropriate State Inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all Products furnished will meet all applicable requirements of the Occupational Safety and Health Act (OSHA) and State and Federal Requirements relating to clean air and water pollution.

The COUNTY reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant, or applicable facilities of a CONTRACTOR to assess conformity with the Agreement requirements and to determine whether it is adequate and suitable for proper and effective Agreement performance. The scope, time, place, type, duration, and frequency of the inspection will be mutually agreed upon by the parties.

I. Trade-In

The COUNTY may trade in equipment when making purchases under the Agreement. A trade-in will be negotiated between the COUNTY and the CONTRACTOR. The COUNTY is obligated to actively seek current fair market value when trading equipment and to keep accurate records of the process.

J. Transportation & Installation

Unless otherwise specified, prices will include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods will be free on board (FOB) Destination to any point within thirty (30) days after the COUNTY places an order.

CONTRACTOR, within five (5) days after receiving a purchase order, will notify the COUNTY of any potential delivery delays. Evidence of inability or intentional delays may be cause for cancellation of the Agreement.

Where installation is required, CONTRACTOR will be responsible for placing and installing the product in the required locations at no additional charge unless otherwise designated in the Agreement or on the purchase order. CONTRACTOR's authorized product and price list will clearly and separately identify any additional installation charges. All materials used in the installation will be of good quality and will be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. CONTRACTOR will protect the site from damage and will repair damages or

injury caused during installation by CONTRACTOR or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the CONTRACTOR will promptly restore the structure or site to its original condition. CONTRACTOR will perform installation work so as to cause the least inconvenience and interference with the COUNTY and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work will be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Tangible Products will be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the COUNTY's property.

21. FEE PAYMENT/INVOICES

PAYMENT/INVOICES:

Invoices (if applicable) must be submitted to the billing address indicated below or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address.

Invoices must be submitted to:

Clerk of the Circuit Court and Comptroller
Attn: Finance Division / Accounts Payable

PO Box 2438

Clearwater, Florida 33757

Phone: 727-464-8300

Email: FinanceAccountsPay@MyPinellasClerk.gov

Electronic external link redirects to download an invoice copy will not be accepted. Invoices must be attached if submitted by e-mail.

To be considered a proper invoice, the following criteria must be met:

1. Be addressed to Pinellas COUNTY.
2. Must be identified as an Invoice on the face of the document. Statements, quotations, and estimates will not be accepted.
3. Reference originating department.
4. Include the vendor's legal name, remit address, and contact details.
5. Clearly state the billing address and contact information.
6. Have a unique invoice number.
7. Clearly indicate the following dates: invoice date, service date (if applicable), and due date.
8. Include a valid Purchase Order number.
9. Include detailed description of goods or services provided, including item descriptions, itemized costs, quantities, unit prices, and total amounts.
10. Specify any applicable discounts or credits, when available.
11. Not include any sales or use taxes. The COUNTY shall furnish CONTRACTOR with a valid Consumer's Certificate of Exemption Form DR-14.
12. Goods or services rendered/delivered unless they meet an exception outlined in F.S. 215.422(15) - Advance Payments or F.S. 216.181(16) - General Appropriations Advances related to advance payments.
13. Invoice total must not exceed the amount authorized on the Purchase Order.

14. Supporting documentation indicating a valid obligation to pay to the COUNTY, such as delivery receipts or service completion certificates, must be provided, if applicable.

The CONTRACTOR will provide the COUNTY with a completed notarized onboarding packet on the COUNTY-provided form, including W-9 Tax Reporting information upon execution of the Agreement.

Pinellas COUNTY offers a credit card payment process (ePayables) through Bank of America. Pinellas COUNTY does not charge vendors to participate in the program; however, there may be a charge by the company that processes CONTRACTOR credit card transactions. Any use of such a program and payment of such program fees will be mutually agreed upon on writing by the parties prior to the use of such credit card payment process.

*If the Agreement specifies that Purchase Orders are to be utilized, the Purchase Order Number must appear on all packing slips, invoices, and correspondence relating to the Order. COUNTY will not be responsible for goods delivered without a Purchase Order Number.

22. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice, the following Dispute Resolution process will apply:

- A.** Pinellas COUNTY will notify a vendor in writing within ten (10) days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign-off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.
 1. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed-upon terms or conditions to the satisfaction of Pinellas COUNTY.
- B.** Should a dispute result between the vendor and the COUNTY about payment of a payment request or an invoice, then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
- C.** The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with Section 218.76 Florida Statutes. Such procedures must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
- D.** The Dispute Manager should investigate and ascertain that the work for which the payment request or invoice has been submitted was performed to Pinellas COUNTY's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative, who is designated as the approving authority for the work performed in the contractual document. The Dispute

Manager will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per Section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.

- E. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per Section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor, the COUNTY will pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT B - BANKING AND ADMINISTRATION

The terms and scope of Services to be provided by CONTRACTOR to the COUNTY will be governed by the Agreement and the following exhibits:

The COUNTY is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

BANKING AND ADMINISTRATION		
Products excluding Health Savings Account		
	Furnishing CONTRACTOR's standard Bank Account activity data reports to Employer as and when agreed upon. CONTRACTOR's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is the Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
	<p>If Employer has elected, pursuant to Section 63 of the New York Health Care Reform Act of 1996 (Section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in Section 63 and has consented to the conditions set forth in Section 63, CONTRACTOR will file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in Section 63. Such obligation will end immediately upon Employer's failure to provide any information required by CONTRACTOR to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act, or the failure of Employer to properly fund the Bank Account.</p> <p>In addition, where permitted and agreed to by CONTRACTOR, CONTRACTOR will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by Employer and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by CONTRACTOR.</p>	All Medical Products

EXHIBIT C – PRICING

All fees are shown as per enrolled Employee per month (PEPM) unless otherwise noted.

Administration and access fees	Subscribers	Fees 1/1/2025	Fees 1/1/2026	Fees 1/1/2027
Medical claims (Mature) - excludes run-in	3,483	\$36.75	\$36.75	\$36.75
UnitedHealthcare Choice Plus ® network - access fee	3,483	Included	Included	Included
Required stop loss interface fee	3,483	Included	Included	Included
Utilization Management (UM)	3,483	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	3,483	Included	Included	Included
GenerationYou	3,483	\$9.00	\$9.00	\$9.00
GenerationYou CARE Support	3,483			
Telemedicine (Teladoc)	3,483	Included	Included	Included
Telemedicine (Teladoc) Dermatology	3,483	Included	Included	Included
Telemedicine (Teladoc) Behavioral Health	3,483	\$0.30	\$0.30	\$0.30
NurseLine (NL)	3,483	\$0.50	\$0.50	\$0.50
Maternity CARE	3,483	\$0.65	\$0.65	\$0.65
Ongoing Condition CARE	3,483	\$3.85	\$3.85	\$3.85
Bariatric Resource Services (BRS)	3,483	Included	Included	Included
Onsite Behavioral Support (19 Hours)	3,483	Included	Included	Included
Onsite Customer Service (1)	3,483	Included	Included	Included
Onsite Customer Service (2)	3,483	Included	Included	Included
External Pharmacy Benefit Manager (PBM) Interface	3,483	\$1.00	\$1.00	\$1.00
Gallagher Clinical Intelligence	3,483	\$3.00	\$3.00	\$3.00
Cost Reduction Savings Enhanced - % of Savings	3,483	30% with \$50,000 cap per claim	30% with \$50,000 cap per claim	30% with \$50,000 cap per claim
Medical client advisor commission		Net	Net	Net
Subtotal (excl Rx Fee Credit)	3,483	\$55.05	\$55.05	\$55.05
Wellness CARE - Comprehensive Program	3,483	\$3.95	\$3.95	\$3.95
Online Events and Challenges	3,483	\$1.15	\$1.15	\$1.15
Incentive Solutions: Live Well Reward\$ Solution	3,483	\$0.90	\$0.90	\$0.90
Subtotal 2 (excl Rx Fee Credit)	3,483	\$61.05	\$61.05	\$61.05

Level 2 Diabetes (Per Participating Per Month) (Level2 Assured Value is designed to help overcome the impact of type 2 diabetes – relieving financial burdens for employers and employees with the ultimate goal of getting members into a state of remission. All Participants will receive a Dexcom G7 or Freestyle Libre3 continuous glucose monitor)

\$225.00 \$225.00 \$225.00

Protocol Driven Healthcare Incorporated (PDHI) Physician Lab
Onsite Venipuncture Basic (Lipid Glucose) Panel

\$8.80/form	\$8.80/form	\$8.80/form
\$52.50/screening (20+);	\$52.50/screening (20+);	\$52.50/screening (20+);
\$62.00/screening (16-19);	\$62.00/screening (16-19);	\$62.00/screening (16-19);
\$90.50/screening (11-15);	\$90.50/screening (11-15);	\$90.50/screening (11-15);
\$143.00/screening (7-10);	\$143.00/screening (7-10);	\$143.00/screening (7-10);
\$170.00/screening (1)	\$170.00/screening (1)	\$170.00/screening (1)
Basic Venipuncture Panel at Remote Lab	\$66.50/screening	\$66.50/screening

Custodial Banking Services

\$500 monthly fee. Assumes one bank account.	\$500 monthly fee. Assumes one bank account.	\$500 monthly fee. Assumes one bank account.
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Implementation Credit - First year only**

\$50,000

Wellness Credit - Annually**

\$100,000	\$100,000	\$100,000
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Payment Integrity Programs:

- Advanced Claim Review/EDC Analyzer - 30% of savings
- Subrogation - 30% of recoveries
- Credit Balance Recovery - 30% of recoveries
- Coordination of Benefits - 30% of savings
- Prospective Fraud, Waste, & Abuse - 30% of recoveries

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance, and plan limitations. Usage of the Choice Plus network requires employer participation in Value-Based Contracting payment methodologies.

External PBM Vendors are subject to prior approval and may require additional fees. For groups with less than 100 subscribers, OptumRx is required.

CONTRACTOR may receive direct or indirect compensation from third parties in the course of administering Customer's Plan(s), such as commissions paid to CONTRACTOR for the placement of stop loss policies or being the third-party administrator of record. All third-party compensation received is taken into account by CONTRACTOR when it prices the administrative Fees that it charges Customer for services under this Agreement to the extent reasonably possible, it being understood that certain compensation relates to CONTRACTOR's total book of business rather than to any single customer.

A CONTRACTOR affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to \$10) by a CONTRACTOR affiliate.

** See attached exhibit(s) for additional details.

Employee Assistance Program - EAP

Administration and access fees	Employees	Fees 1/1/2025	Fees 1/1/2026	Fees 1/1/2027
EAP- 6 Visits per issue	3,483	\$1.78	\$1.83	\$1.89
Work-Life Services (optional)	3,483	\$0.20	\$0.21	\$0.21
Bank of Hours (optional): Available in 10-hour blocks	n/a	\$2500 per 10-hour block	\$2500 per 10-hour block	\$2500 per 10-hour block

*These rates assume continuation of current enrollment of approximately 3,483 Employees. If enrollment changes by more than 10%, then we reserve the right to recalculate the rates

Implementation Credit

CONTRACTOR is offering an Implementation Credit of \$50,000 for 1/1/2025 to be applied to the group's administrative fee billing until the credit amount is exhausted. The credit will be applied starting with the initial billing.

Conditions:

- Requires a three-year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled subscriber count within 15% of the quoted subscriber count of 3,483.
- Assumes an effective date of 1/1/2025.

Early termination penalty:**

Termination prior to 12/31/2025 = 100% of credit

Termination prior to 12/31/2026 = 67% of credit

Termination prior to 12/31/2027 = 33% of credit

* - penalty amount will not exceed actual amount credited as of the cancellation date.

Wellness Credit

CONTRACTOR is offering annual Wellness Credits of \$100,000 for the policy period 1/1/2025 - 12/31/2027 for implementing wellness initiatives. This credit can be used toward UMR Population Management programs and other resources used to improve the health and well-being of your plan members.

Conditions:

- Requires a three-year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled subscriber count within 15% of the quoted subscriber count of 3,483.
- Any unused credit dollars at the end of each annual term are forfeited by the group.
- Assumes an effective date of 1/1/2025.
- Reimbursement or payment will not be made directly to any person or vendor.
- Approved wellness credit expenses are credited to the ASO fees on the monthly bill.

Early termination penalty**:

Termination prior to 12/31/2025 = 100% of credit for 1/1/2025

Termination prior to 12/31/2026 = 100% of credit for 1/1/2026; 67% of credit for 1/1/2025

Termination prior to 12/31/2027 = 100% of credit for 1/1/2027; 67% of credit for 1/1/2026; 33% of credit for 1/1/2025

* - penalty amount will not exceed actual amount credited as of the cancellation date.

Wellness Program Guidelines

CONTRACTOR recommends the following building blocks for establishing a successful wellness program that is specific to your organization's unique needs and overall goals:

- Visible senior-level support for wellness programming
- Programming tied directly to improving health or wellness within your member population
- Wellness initiatives supported by a communication program
- Environment supportive of healthy behaviors
- Collaboration to incorporate initiative into a three-year strategic plan to maximize the effectiveness of the program

Eligible Services for a Wellness Credit

The following items are eligible services covered by a wellness credit:

- UMR Wellness CARE - Clinical Health Risk Assessments (CHRA's) and CARE coaching
- Biometric screenings
- Real Appeal
- UMR Ongoing Condition CARE
- UMR Maternity CARE
- Other UMR CARE programs such as Emerging CARE or Complex Condition CARE and Bluetooth devices
- GenerationYOU
- Incentives provided to encourage participation in UMR wellness programs, for example, gift cards for CHRA, biometric and/or Wellness CARE, or Ongoing Condition CARE coaching completion
- Biometric screenings using CONTRACTOR's preferred vendor or an external vendor
- Flu shots
- Onsite health fair services - osteoporosis screening, skin cancer screening, nutritional consulting/education, mobile mammography or cardiovascular screening
- Onsite health clinic preventive services
- Wellness-related consultative services from physicians, licensed therapists, registered dieticians, and other health care professionals
- Dedicated onsite health and wellness coordinator service (program management)
- Health and wellness onsite educational classes from an external vendor or speaker (i.e., stress management, ergonomics, nutrition, cooking demo, etc.)
- Onsite behavioral change classes: Weight Watchers, smoking cessation, anger management

- Virtual behavioral health and/or lifestyle subscription classes
- Smoking cessation programs and therapy (i.e., nicotine replacement therapy)
- Onsite exercise: Walking, pedometer program, stair climbing, water aerobics, swimming, cycling, aerobics, personal training, stretching, gym memberships or onsite gym services, acupuncture, alternative/holistic services
- Exercise equipment: Gym equipment – onsite and offsite
- Relaxation: Massage chairs, massage therapy, yoga
- Fees related to CONTRACTOR's online activity tracking and reward administration. Examples include:
 - Tracking completion of wellness activities, status of rewards, points earned, and health outcomes, if applicable
- Other: Various incentives related to health and wellness that are provided to encourage participation in wellness programs
 - Example: Entry fees to a wellness event (race), attire/gear for a wellness event, rental of equipment for wellness activity.
- CONTRACTOR fees for generating out-of-company data extracts that are explicitly used to support wellness programs
- Printing expenses/materials for a health and wellness event: Costs directly related to the promotion of the eligible wellness program or service (printing expenses or required materials for the event)

Note: Contribution based incentives such as contributions to HSA and HRA are not covered under this program.

CONTRACTOR account management will consult with the customer to develop a plan to use wellness credits. Expenses not listed above are subject to prior approval by CONTRACTOR.

EXHIBIT D- INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INDEMNIFICATION**

CONTRACTOR acknowledges and agrees to be bound by and subject to the indemnification provisions as set out in the Agreement. The COUNTY objects to and shall not be bound by any term or provision that purports to modify or amend the CONTRACTOR's indemnification obligations in the Agreement or requires the COUNTY to indemnify and/or hold the CONTRACTOR harmless in any way related to the services. CONTRACTOR is deemed to have accepted and agreed to provide the services subject to the Agreement indemnification.

2. **INSURANCE**

The CONTRACTOR shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, the CONTRACTOR shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. 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- VII or better.

CONTRACTOR shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder Section shall indicate Pinellas COUNTY, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas COUNTY, a Political Subdivision of the State of Florida, shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- 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.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, CONTRACTOR will be notified by CTrax, the authorized CONTRACTOR of Pinellas COUNTY. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas COUNTY Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the CONTRACTOR or their agent prior to the expiration date.

- 1) The CONTRACTOR shall also notify the COUNTY within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said CONTRACTOR from its insurer. Notice shall be given by email to Pinellas COUNTY Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve CONTRACTOR of this requirement to provide notice.

- 2) Should the CONTRACTOR, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement.

- B. If subcontracting is allowed under this Agreement, the CONTRACTOR shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the CONTRACTOR and its subcontractors shall be in writing and are subject to the COUNTY's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the CONTRACTOR to the same extent the CONTRACTOR is bound to the COUNTY by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the CONTRACTOR to the COUNTY at the election of the Owner upon termination of the Contract.
- 3) provide that the COUNTY will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation, crime, cyber liability, and professional liability.
- 4) Provide a waiver of subrogation in favor of the COUNTY.
- 5) Assign all warranties directly to the COUNTY.
- 6) Identify the COUNTY as an intended third-party beneficiary of the subcontract. The CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit D and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the COUNTY.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- 3) The term "COUNTY" or "Pinellas COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities and/or while acting on behalf of Pinellas COUNTY.
- 4) All policies shall be written on a primary, non-contributory basis, with the exception of workers' compensation, crime, cyber liability, and professional liability.

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** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/CONTRACTOR is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, COUNTY Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

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

Limits

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

3) **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 notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Claim	\$5,000,000
General Aggregate	\$5,000,000

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 of insurance, 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.

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,” Proposer 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	\$5,000,000
General Aggregate	\$5,000,000

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) **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 or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

EXHIBIT E - ADMINISTRATIVE SERVICES OFFERED BY CONTRACTOR

The fees in Exhibit C were based on the assumptions outlined in Exhibit E.

The following is a list of the standard administrative services offered by CONTRACTOR with three (3) years of fees only listed. In addition to our standard services, we have indicated those additional services that may be offered at an additional fee. Any service not specifically listed within this exhibit is assumed to be excluded from quoted fees.

The fees and services listed below are for the policy period 1/1/2025 - 12/31/2027 and are subject to change thereafter. Listed fees may not match those shown elsewhere in this document for dates outside of this policy period. Fees listed here are superseded by those shown on the Administrative Services tab(s).

Account Services

Services	Included In Medical Claims Fee	Comments/Fees
Implementation and maintenance of account	Yes	
Representatives available for five enrollment meeting(s) annually	Yes	This assumes local business travel and normal hours.
Standard initial enrollment packets	Yes	Additional cost applies for home mailing of enrollment packets.
Standard ID card production and issuance mailed to the employee's home address. Additional option is to mail bulk to group or locations.	Yes	
Pinellas COUNTY logo on ID card	Yes	
TPA generated numeric alternative member ID (not based on SSN)	Yes	
Ongoing account management	Yes	
Prepare and deliver an electronic copy of one ERISA summary plan description (SPD), amendments, and one plan document for each plan in English	Yes	Pinellas COUNTY is responsible for the legal sufficiency of these booklets. Printing and mailing of plan document, SPDs, and amendments is an additional fee of cost-plus postage.
Eligibility processing:	Yes	
<i>Electronic enrollment processing:</i>		
· Files from multiple locations are acceptable		
<i>Submission Format:</i>		
· TPA standard format or HIPAA 834 Compliant Format		
<i>Submission Frequency:</i>		
· Full file weekly with a full population file audit on a quarterly schedule (preferred)		
· Full file on any other frequency with a full population file audit on a quarterly schedule (acceptable)		

- Changes file on any frequency with a full population file on a quarterly schedule (acceptable)
- Full file weekly or bi-weekly (acceptable)

Transmission method:

- FTP with PGP encryption (preferred)
- SSH, SFTP, SSL transfers (acceptable)

Standard accounting structure:	Yes	
· Accommodates separate claims reporting for different benefit plans		
· Accommodates separate claims data for different locations and groups		
Maintenance of all separate benefit plans	Yes	
Online invoicing which provides capabilities to:	Yes	
· View all prior month's invoices online		
· Sort and search enrollee information from downloadable Excel file		
· Download current billing detail and request subscriber terminations		
Bill administrative, stop loss, and optional service fee(s)	Yes	Additional fee to bill insured policies other than stop loss or transplant (if applicable)
Online services accessed through employer website or umr.com, such as: customer reporting access, electronic billing, and online administration options that include online eligibility maintenance, claim status inquiry, ID card request, and secure messaging	Yes	
Full/partial summary of benefits and coverage (SBC) creation with data CONTRACTOR has on file (includes initial SBC plus one amendment per year, electronic version only provided to the employer)	Yes	

Online Customer Reporting

Services	Included in Medical Claims Fee	Comments/Fees
Standard management reports	Yes	
Online access to InfoPort SM , an internet-based employer reporting tool	Yes	
New York, Massachusetts, and Vermont surcharge reporting (medical claims)	Yes	
Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other healthcare professionals	Yes	
Provide the required data necessary to enable Pinellas COUNTY to file Form 5500	Yes	
Non-Certified Reserve estimates	Yes	
Non-standard or ad hoc reports or standard reports at a non-standard frequency. Up to 10 (ten) hours included.	Yes	Additional hours charged at \$100 per hour

Banking Services

Services	Included in Medical Claims Fee	Comments/Fees
COUNTY-Maintained Banking Services		

COUNTY establishes and maintains bank account at bank of their choice and determines funding method. CONTRACTOR issues benefit payments from this account.	Yes	Assumes one bank account per customer
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Internet reporting - cash disbursement reporting and monthly financial reporting	Yes	
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Custodial Banking Services (Optional)

CONTRACTOR opens a bank account at an established TPA relationship bank (requires an initial deposit of one or two weeks estimated claims, depending on funding method selected). · Internet reporting - cash disbursement reporting and monthly financial reporting · Account reconciliation · Positive pay check-fraud control services · Stop payment requests, check copies, outstanding checklist maintenance and reporting, and search letters for un-cashed check diligence	No	Additional charge: \$500 monthly fee. Assumes one bank account.
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Financial Support Services

Services	Included in Medical Claims Fee	Comments/Fees
Basic claim projections using book of business assumptions for reserves and trend	Yes	
Basic benefit design changes & financial impact	Yes	
Basic premium-equivalent rate calculations	Yes	Not medically underwritten.

Claim Services

Services	Included in Medical Claims Fee	Comments/Fees
Plan implementation of Pinellas COUNTY's employee benefits plans, setup of benefit design, eligibility data, and a testing of sample claims	Yes	
Claim history load from prior administrator using an electronic method to load financial information to an individual's history. Standard items include calendar year deductible, out-of-pocket, lifetime maximums, and mental health/substance use disorder lifetime maximums.	Yes	One standard accumulator load
Claim adjudication services	Yes	
Print and distribute standard explanation of benefit (EOB) forms	Yes	
Toll-free telephone number	Yes	Additional charge: dedicated toll-free telephone number \$1,000 one-time setup fee
Claim service representatives are available Monday through Friday, 24 hours a day. (Hours are specific to the time zone of the COUNTY's headquarters).	Yes	
Standard claim forms	Yes	Additional charge: non-standard forms (when applicable)

Internal medical claim review of specific health care claims to promote coding accuracy, benefit interpretation, apply reimbursement, and medical policy. This includes utilization of software to evaluate claims prior to payment to guard against inappropriate unbundling of reimbursement requests.	Yes	
Ten (10) federal external reviews for appeals for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage	Yes	Additional reviews will be charged at \$500 per review.
Online notification of all checks issued.	Yes	
Standard coordination of benefits for all claims when information is less than 12 months old	No	Service is automatically provided to all Pinellas COUNTY participants. Pinellas COUNTY will be billed 30% of the savings monthly.
First-level appeal (mandatory)	Yes	Completed by claim appeal auditor in consultation with appropriate medical professional(s), if necessary. Appeals are resolved according to current Department of Labor (DOL) regulations. Does not include grievance process.
Second-level appeal (when elected by the employer; may be voluntary or mandatory)	Yes	Completed by claim appeal auditor, not involved in first-level appeal, in consultation with an appropriate medical professional(s), if necessary. Appeals are resolved according to current DOL regulations. Does not include grievance process.
Access for your employees to the umr.com website, providing a private, secure, easy-to-use application for customer care, including: <ul style="list-style-type: none"> · Claim status · Eligibility information · Search for network physicians and other healthcare providers · Online health and well-being information · Order a replacement ID card · Member used online health assessment tool · Links to pharmacy, mental health/substance use disorder, vision, flexible spending account, health reimbursement account, health savings account, and/or dental sites, if services provided by CONTRACTOR 	Yes	
During the term of the Agreement or six months following termination, Pinellas COUNTY or its representatives may perform an annual audit of TPA services at its own expense, subject to CONTRACTOR standard requirements regarding prior notice, confidentiality, length, time and place, and findings.	Yes	
Application of the Advanced Claim Review program - CONTRACTOR or its affiliate's board-certified, same-specialty physicians will review claims and records of high-cost procedures. Reviews may also be conducted using detection analytics. Claims for which billing and/or coding errors are identified will be adjusted to reflect the appropriate payment amount.	No	Pinellas COUNTY participants will be automatically enrolled in the Advanced Claim Review/EDC Analyzer program. Pinellas COUNTY will be billed 30% of the savings monthly.
CRS Enhanced	No	Additional charge: 30% of savings with \$50,000 cap per claim

Inadvertent Services – defined by the No Surprises Act of the 2021 Consolidated Appropriations Act, a going out rate based on a qualified payment amount is applied. Provider disputes are settled through negotiations or Independent Dispute Resolutions according to this federal regulation. All other claims will leverage a market rate-based reimbursement with comprehensive member advocacy.

Claims fiduciary	Yes	
Run-out claims following the termination of our contract -	Yes	12 months of runout administration included.
<p>CONTRACTOR's standard is to process claims incurred prior to termination for a 6 or 12-month period following termination. For this service, the COUNTY will pay CONTRACTOR a fee equal to two (2) months or three (3) months, respectively, of the last active month's fees for base administration (exclusive of any Rx Rebate credit) and network access. These fees are due and payable prior to the termination date. CONTRACTOR will only process run-out claims if the COUNTY is current with all premium and fee obligations. Other fees that may continue past the termination of the contract include, but are not limited to: CRS fees, subrogation fees, fees for non-standard termination or ad-hoc reports, monthly or annual banking fees (if applicable), early termination penalties (if any), and Value Based Contracting fees (if using the Choice+ network).</p>		
Application of pre-payment subrogation services	No	Service is automatically provided to all Pinellas COUNTY participants. Pinellas COUNTY will be billed 30% of the subrogation recoveries on a monthly basis.
Application of post-payment subrogation services	No	Service is automatically provided to all Pinellas COUNTY participants. Pinellas COUNTY will be billed 30% of the subrogation recoveries on a monthly basis.
Prospective Fraud and Abuse	No	Service is automatically provided to all Pinellas COUNTY participants. Pinellas COUNTY will be billed 30% of the recoveries monthly.
Administration of plans requiring integrated medical and pharmacy deductible and out-of-pocket with integrated PBM or other integrated service provider (list available upon request)	Yes	Included with medical administration, provided there is an established interface between CONTRACTOR and the chosen PBM. Otherwise, additional development fees may apply.

Optional Claim Services

Services	Included in Medical Claims Fee	Comments/Fees
Credit balance recoveries (AIM ledger initiated audit)	No	Service is automatically provided to all Pinellas COUNTY participants. Pinellas COUNTY will be billed 30% of recoveries on a monthly basis. CONTRACTOR contracts with an outside audit firm that audits credit balances from various hospitals. If the outside audit firm identifies that this Plan is owed a refund, the refund, minus the auditing firms' commission, will be sent to the Plan Sponsor.

Overpayment recoveries - CONTRACTOR shall make an attempt to recover overpayments over \$100 by requesting repayment. In the event the above recovery attempts are unsuccessful, the Plan Sponsor will receive written communication outlining the legal recovery process.

No

Fees are contingent upon additional recovery process requested.

Consumer Advocacy

Service	Fee Shown on Administrative Services Tab	Comments/Fees
<p>GenerationYou (GenYou): GenerationYou (or “GenYou”) is a consumer experience within CONTRACTOR which weaves together robust advocacy and comprehensive clinical programs across digital platforms, creating a fresh, dynamic approach to member engagement, including:</p> <ul style="list-style-type: none"> · Omni-channel member experience: <ul style="list-style-type: none"> · A GenYou mobile app experience · Engaging e-mail campaigns · Outbound SMS text reminders · GenYou Guides accessible by call or chat · 24x7 Support members receive the help they want, when they want it, with around-the-clock accessibility. · Integrated, comprehensive clinical support through licensed nurses and social workers · Embedded incentives pre-built inside the program, including “The Story of You” (\$25 reward card) and Care Prepare Consultations. · Via real-time, personalized alerts and notifications through “Things to Do,” members receive dynamic, personalized, high-value offers to help them make the most optimal decisions. · Through intercept & redirect, guides will reach out to members who have made (or are likely to make) non-optimal decisions in pursuing care from an out-of-network provider or from a non-optimal physician or facility in attempt to redirect their care to a more optimal setting. 	Yes	GenerationYou CARE Support or Complex Condition CARE required
<p>GenerationYou CARE Support: Provides enhanced case management through licensed nurses and nurse practitioners working within the advocacy model.</p>	Yes	

CARE Services - per employee per month (PEPM)

Service	Fee Shown on Administrative Services Tab	Comments/Fees
<p>Utilization Management (UM): Generally, the CONTRACTOR Utilization Management program is comprised of the following:</p>	Yes	

- Concurrent review (including level of care) for inpatient, behavioral health, skilled nursing facility, acute rehabilitation, and home health care
- Identification/referral of targeted cases to CARE case management programs
- For services requiring prior authorization:
 - Peer to peer reviews
 - Pre and post-service appeals
 - Independent medical review
 - Discharge planning
- Dynamic, clinical, and value-based recommended prior authorization service list selections, including targeted specialty medications/injectables
- Dedicated expert inpatient, durable medical equipment, specialty medication/injectable, and other key specialized services management
- CARE Consultant expertise for design and cost control
- UHN managed care network product protocol alignment, when applicable
- Savings and utilization based standard reporting

NurseLineSM (NL): Yes

- 24 hours a day, seven days a week access to trained registered nurses providing triage direction, potential treatment options, appropriate use of medications, and health education information
- 140 languages, including English and Spanish
- Hearing assistance accommodations

Ongoing Condition CARE: Yes

- Identification and stratification
- Member recruitment
- Management of Respiratory Disorders, Cardiovascular Disorders, Mental Health Disorders, Diabetes (pediatric & adult), Neuromuscular Disorders, Gastrointestinal Disorders, Chronic Kidney Disease (CKD), Blood Disorders, Cancer and Rheumatoid Arthritis
- One-on-one telephonic sessions with a CARE nurse
- CARE App
- Educational materials
- Quarterly electronic newsletters
- Online Internet resources
- Standard reports
- CARE Cues (Not available with Quantum)
- AI predictive modeling

Maternity CARE: Yes

- Identification and stratification by self-referral, Web enrollment, or clinical health risk assessment (CHRA)
- Member recruitment
- CARE App
- Support person education and call
- One-on-one telephonic sessions with a registered CARE nurse (OB/GYN background), one per trimester and one post-delivery call
- Pre-pregnancy support (member self-referral and CHRA)
- Educational materials
- Virtual pregnancy education classes and virtual breastfeeding education classes and support group
- Incentive reward for first or second trimester enrollees
- High-risk referral for Complex Condition CARE
- CARE Cues (Not available with Quantum)
- Standard reports

Wellness CARE Comprehensive Program: Yes

- Identification and stratification via clinical health risk assessment (CHRA)
- Web or paper-based CHRA with mailed results packet to employee
- Up to 10 telephonic sessions with a CARE coach (weight management, stress management, pre-diabetes, increasing activity, tobacco and nicotine cessation, and more)
- CARE App
- Educational materials
- Member recruitment
- Online Internet resources
- Actions plans (online behavioral-based educational modules)
- CARE Cues (Not available with Quantum)
- Standard reports

Online Events and Challenges: Yes

(Must also purchase either transactional or comprehensive Wellness CARE) - online tracking of program participation and incentive points earned in association with completion of CHRA, events and challenges, and action plans. Includes self-reported or batch-loaded events and challenges and reporting capabilities.

Centers of Excellence (COEs)

Services	Included in Medical Claims Fee	Comments/Fees
Transplant Resource Services (TRS)	No	Access to Optum's Transplant Centers of Excellence network and contracts. Fees apply per transplant type.
Transplant Access Program (TAP)	No	Optum's secondary network. Addresses the challenge when a member opts to seek care with transplant outside of the primary Optum COE network. Available with the election of TRS. Additional fees will apply.

Ventricular Assist Devices (VAD)	No	For members with a weakened heart or heart failure, cardiologists often recommend a Ventricular Assist Device (VAD) while awaiting a heart transplant or as a long-term treatment. Available with the election of TRS. Additional fees will apply.
Extra Contractual Services (ECS)	No	Allows case-by-case contract negotiations for transplant program access outside of Optum's network to allow for extenuating circumstances. Available with the election of TRS. Additional fees will apply.
Cellular Therapy Services	No	Allows Optum to negotiate case-by-case (ECS) contracts for CAR-T therapy services. Available with the election of TRS. Additional fees will apply.
Ex Vivo Gene Therapy Services	No	Allows Optum to negotiate case-by-case (ECS) contracts for therapy services. Available with the election of TRS. Additional fees will apply.
Specialized Physician Review (SPR) Option under Transplant Resource Services with description and fee	No	Second opinion/look by a Optum expert physician as to the proposed treatment. Available with the election of TRS. Additional fees will apply.
Specialist Management Solutions (SMS) · Connects employees and their family members to specialty surgeons in their communities who help them choose the appropriate settings for their procedures. Surgeons in the SMS alliance regularly use high-quality ambulatory surgery centers (ASCs). Additional focus on MSK and use of center of excellence (COEs) facilities from early spine & joint pain onset through treatment, surgery, and beyond.	No	Additional charge: \$1,500 per case rate
Bariatric Resource Services (BRS): · Access to Optum's Centers of Excellence for select bariatric surgeries.	Yes	
Cancer Resource Services (CRS): · Access to the Cancer Centers of Excellence network of providers with proven quality and efficiency of care.	No	Additional charge: \$0.22 PEPM. This rate is charged to the entire group.
Kidney Resource Services (KRS): · Access to Optum kidney dialysis preferred provider network · Note this is not a Center of Excellence. No charge for clients with Choice Plus or Options Networks.	No	No Charge
Rental Network charges will apply when utilized.	No	18% of savings with a \$4,500 maximum per case per calendar month
Congenital Heart Disease Resource Services (CHDRS): · Access to the Optum's CHD Centers of Excellence.	No	Additional charge: \$0.07 PEPM
Fertility Solutions: · Access to leading fertility Centers of Excellence providers · Access to specialized fertility nurse case managers	No	Additional charge: \$0.26 PMPM

Network Services

Services	Included in Medical Claims Fee	Comments/Fees
Network access, management, and administrative activities, including physician (and other health care professional) relations, clinical profiling, contracting (including Value Based Contracting) and credentialing, network analysis and system development and verification of provider participating status and re-pricing to established contractual allowances	Yes	Managed by network(s): <ul style="list-style-type: none"> · Excludes direct contract arrangements held by Plan Sponsor · Not applicable to Medicare primary claims · Network access par and non-par administration and repricing do not apply to Medicare primary claims
Printing of provider directories	No	Additional charge: cost plus postage. Online directories available at no charge.
Premium Designation Network	Yes	No additional charge, Plan Advisor is recommended.

Qualified High-Deductible Health Plan (QHDHP)

Service	Fee Shown on Administrative Services Tab	Comments/Fees
Standard administration services: <ul style="list-style-type: none"> · QHDHP plan design(s) meet the IRS requirements · Coordinate implementation with multiple preferred financial institution partners for health savings account trustee services · No requirements to use one of the preferred financial institution partners · Employer's ability to set up and administer various contribution schedules and strategies based on specific needs · Assist with setting up payroll connectivity to preferred processors · Streamlined administration and setup · Access to internet-based consumer tools · Strategic planning support and plan modeling · Product-specific reporting package · Access to Web-based consumer tools · Links to preferred financial institutions' account management tools · Extensive consumer education options and materials for effective member communication campaigns 	Yes	

Stop Loss Services (SL)

Services	Included in Medical Claims Fee	Comments/Fees
Interface with CONTRACTOR's preferred third-party stop-loss vendors. Services include: daily monitoring of received/processed claims and care management transactions, premium billing and collection, and plan document changes/updates to the carrier for CONTRACTOR's preferred vendors when stop-loss coverage has been placed by CONTRACTOR	Yes	

Fees will continue to apply whenever third-party (non-UnitedHealthcare Insurance Company) stop loss is placed over UnitedHealthcare and its affiliates' plan administration.

Telemedicine/Expert Medical Services

Services	Included in Medical Claims Fee	Comments/Fees
<p>Telemedicine (Teladoc) services:</p> <ul style="list-style-type: none"> · Access to Teladoc physician network · Telephonic and web-based video medical consultations delivered at one low flat fee (substantially less than an office visit) · Teladoc ID card · Portable electronic health record · Communications materials (pdf format) 	Yes	
<p>Teladoc Dermatology:</p> <ul style="list-style-type: none"> · Available as a buy-up to standard Teladoc program · Provides Initial dermatology consultations through an online message center and one follow-up · Member uploads photographs · Delivered at one flat fee · Check for availability; not available in every state 	No	May be added at no additional charge.
<p>Teladoc Behavioral Health:</p> <ul style="list-style-type: none"> · Available as a buy-up to standard Teladoc program · Provides ongoing access to behavioral health practitioners via phone or video conference · Members schedule appointments with psychiatrist or masters level therapists, or psychotherapists · Visit cost dependent on the behavioral health practitioner's license 	No	Additional charge: \$0.30 PEPM
<p>Teladoc Expert Medical Services</p> <ul style="list-style-type: none"> · Access to medical advice, education, and information about treatment options and expert second opinions · Ask the expert · Medical record eSummary · Behavioral health services · Communication support 	No	Additional charge: \$2.45 PEPM
<p>Chronic Condition Management Plus:</p> <p>Includes all Plus programs at one price:</p> <ul style="list-style-type: none"> · Diabetes Management Plus · Hypertension Plus · Prediabetes Plus · Mental Health Coaching 	No	Additional charge: \$69 per participant per month

<p>Diabetes Management Plus Bundle: Includes products and services for:</p> <ul style="list-style-type: none"> · Welcome Kit (with Diabetes Blood Glucose Meter, Lancing Device, Carrying Case) · On-Demand Supplies (Testing Strips, Lancets, Control Solution) · Acute Response and Coaching Services Provided by Clinical Personnel and Certified Diabetes Educators · Access to Participant Portal · Additional Support for Hypertension, Weight Management, Dyslipidemia and Mental Health 	No	Additional charge: \$96 per participant per month
<p>Hypertension Management Plus Bundle: Includes products and services for:</p> <ul style="list-style-type: none"> · Welcome Kit (for Hypertension Connected Blood Pressure Cuff) · Coaching Services Provided by Clinical Personnel · Access to Participant Portal · Blood Pressure Cuff (sent to Hypertensive Members) · Additional Support for Weight Management, Dyslipidemia and Mental Health 	No	Additional charge: \$56 per participant per month
<p>Prediabetes Management Plus Bundle: Includes products and services for:</p> <ul style="list-style-type: none"> · Diabetes Prevention Welcome Kit (with Cellular Weight Scale and Accessories) · Coaching Services Provided by Clinical Personnel · Access to Participant Portal · Additional Support for Hypertension, Weight Management, Dyslipidemia and Mental Health 	No	Additional charge: \$74 per participant per month (Year 1) or \$54 per participant per month (Year 2)
<p>Diabetes Single Condition Management</p>	No	Additional charge: \$72 per participant per month
<p>Hypertension Single Condition Management</p>	No	Additional charge: \$40 per participant per month
<p>Prediabetes Single Condition Management</p>	No	Additional charge: \$60 per participant per month (Year 1) or \$29 per participant per month (Year 2)
<p>Virtual Primary Care Provider (PCP) – Doctor on Demand</p> <ul style="list-style-type: none"> · 24/7 access to everyday and urgent care · Integrated behavioral health services · Wellness and preventive care · Unlimited care team support 	No	Additional charge: \$3.04 PEPM

Maven Maternity and Family Health Programs

Service	Fee Shown on Administrative Services Tab	Comments/Fees
Maven is a women's and family health vendor with digital app		
<p>Maven Family Building Preconception, egg/sperm freezing, fertility, adoption & surrogacy, LGBTQIA+</p>	No	Additional charge: \$930 annual fee per case
<p>Maven 21-Month Maternity Foundation Pregnancy, Doula support, postpartum & infant care, return-to-work coaching, miscarriage & loss</p>	No	Additional charge: \$1,500 annual fee per case
<p>Maven 12-Month Maternity Foundation Pregnancy, Doula support, postpartum & infant care, return-to-work coaching, miscarriage & loss</p>	No	Additional charge: \$925 annual fee per case

Maven Milk - Pump & Carry - Buy-up to Maven Maternity Foundation 21- or 12-month program TSA friendly packaging to carry on an airline up to 36 oz.	No	Additional charge: \$100 each instance of carrying on kit per travel event per ticket
Maven Milk - Pump & Check - Buy-up to Maven Maternity Foundation 21- or 12-month program TSA-friendly packaging to check on an airline up to 270 oz.	No	Additional charge: \$235 each instance of carrying on kit/bag per travel event per ticket
Maven Milk - Pump & Post (mail) - Buy-up to Maven Maternity Foundation 21- or 12-month program Overnight shipping US/Canada up to 36 oz.	No	Additional charge: \$215 each instance of shipping
Maven Parenting & Pediatrics Pediatric support up to age 18, parent coaching, special needs, childhood development, childcare navigation	No	Additional charge: \$670 annual fee per case
Maven Menopause Perimenopause, menopause, post-menopause	No	Additional charge: \$670 annual fee per case
Maven Wallet - Buy-up for all Maven products This buy-up supports all products that COUNTY purchased	No	Additional charge: \$670 annual fee per case

Hinge Health

Service	Fee Shown on Administrative Services Tab	Comments/Fees
Hinge Health is a virtual musculoskeletal exercise therapy program		
<i>A minimum of 1,000 subscribers is required</i>		
<i>Maximum \$995 annually per enrolled participant regardless of program or pathway entry</i>		
Hinge Health Acute Program Access to physical therapists for recovery to injury of all joints and muscle groups	No	Additional charge: \$250 annual fee per case
Hinge Health Chronic/Pre-Post Surgery Rehab/Pelvic Floor Programs:		
Chronic/Pre-Post Surgery Rehab - Milestone 1 Personalized exercise therapy to resolve longer-term chronic MSK pain. Includes welcome kit: carrying case, tablet, resistance bands, yoga mat, phone holder. Charged upon completion of 1 exercise session.	No	Additional charge: \$331 annually per enrolled participant
Chronic/Pre-Post Surgery Rehab - Milestone 2 Personalized exercise therapy to resolve longer-term chronic MSK pain. Includes welcome kit: carrying case, tablet, resistance bands, yoga mat, phone holder. Charged upon completion of 4 exercise sessions.	No	Additional charge: \$332 annually per enrolled participant
Chronic/Pre-Post Surgery Rehab - Milestone 3 Personalized exercise therapy to resolve longer-term chronic MSK pain. Includes welcome kit: carrying case, tablet, resistance bands, yoga mat, phone holder. Charged upon completion of 8 exercise sessions.	No	Additional charge: \$332 annually per enrolled participant *Fee may be \$82 if a participant entered through Acute program to equal the maximum fee of \$995 annually per enrolled participant

Second Opinion Services

Service	Fee Shown on Administrative Services Tab	Comments/Fees
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2nd.MD Second Opinion Solution (Case Rate) · Access to medical advice, education and information about treatment options and personalized second opinions, by video or phone or text · Quarterly utilization reporting · Communication materials	No	Additional charge: \$2136.00 invoiced by 2nd.MD. Start-up Fee – The group will prepay for 1 case per 2,500 members, which is then available for use in year 1. Additional cases will be charged monthly as they occur.
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Incentive Solutions

Services	Included in Medical Claims Fee	Comments/Fees
Incentive Solutions: Live Well Reward\$ Solution Includes: Tracking, managing all qualifying activities, and determining reward eligibility for members per employer determined requirements. Employer must select from CONTRACTOR's standard qualifying activity capabilities to be eligible for the Live Well Reward\$ Solution. Includes member communications and employer reporting.	No	Additional charge: \$0.90 PEPM COUNTY has the choice to buy-up the following reward options: Health Reimbursement Account + Incentive\$ (HRA +) Contributions, Health Savings Account (HSA) Incentive Contributions, Lifestyle Account (LSA) Contributions, Reloadable Reward Cards or Online Rewards.
Incentive Solutions: Live Well Reward\$ Solution with Custom Buy-up Option This is a buy-up option to the standard Live Well Reward\$ Solution as a customized version of Live Well Reward\$ product offering, as well as access to the Deductible Modification reward mechanism. Customized, complex programs. Monthly customized reporting for COUNTY to drive their own rewards and/or the choice of CONTRACTOR's reward fulfillment options: Health Reimbursement Account + Incentive\$ (HRA+), Health Savings Account (HSA) Incentive Contributions, Lifestyle (LSA) Contributions, Prepaid Reward Card Programs (single-use or reloadable), and Deductible modification are additional buy-up options.	No	Additional Charge: \$0.90 PEPM plus (annual fee): Less than 10 hours: \$2,500 10-25 hours: \$5,000 26-50 hours: \$10,000 51-75 hours: \$15,000 * Ability to provide custom pricing if support goes above 75 hours of annualized work.
Incentive Solutions: Custom Reward\$ with Reporting (formerly Custom-Advanced) Includes: Non-standard operation/reporting support. Managing all qualifying activities and determining reward eligibility for members, per the requirements of the custom designed program. No Wellness Activity Center.	No	Additional Annual Fee: Less than 10 hours: \$2,500 10-25 hours: \$5,000 26-50 hours: \$10,000 51-75 hours: \$15,000 * Ability to provide custom pricing if support goes above 75 hours of annualized work.
Incentive Solutions: Online Rewards	No	Additional charge: \$0.20 PEPM

COUNTY can choose to have their members, who have earned points within an incentive program, redeem them for gift cards, debit cards or merchandise.

COUNTY must have Wellness Activity Center for members to access the Online Rewards program.

COUNTY must purchase Live Well Reward\$, Custom: Basic, or Custom: Advanced to elect this reward type.

<p>Incentive Solutions: Online Rewards Customized Catalog Fee</p> <p>Customers that choose Online Rewards and want to customize a version of the Online Rewards catalog will incur a fee.</p>	<p>No</p>	<p>Catalog customization fee may range between \$500 to \$1000 depending upon complexity.</p>
<p>COUNTY must have Wellness Activity Center for members to access the Online Rewards program.</p>		
<p>Incentive Solutions: Custom Reward\$ (formerly Custom-Basic)</p> <p>Includes: Managing qualifying activity and determining reward-eligibility for members, per the requirements of the program. If files are sent to CONTRACTOR in order for CONTRACTOR to fulfill rewards, must use standard file layout or subject to additional fee. No Wellness Activity Center.</p>	<p>No</p>	<p>No additional charge. COUNTY must elect one of the following reward types to pair with the Custom Reward\$ (formerly Custom-Basic) program: Prepaid Reward Cards – Single Use, Prepaid Reward Cards – Reloadable, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, or Health Savings Account (HSA) Incentive Contributions.</p>
<p>Incentive Solutions: Rewards - Deductible Modification</p> <p>Customers must purchase Live Well Reward\$ with Custom Buy-up Option to elect this reward type.</p>	<p>No</p>	<p>Additional charge: \$0.13 PEPM</p>
<p>Incentive Solutions: Wellness Activity Center I01</p> <p>COUNTY is able to create an online portal environment through the Wellness Activity Center on umr.com to support member engagement, track member activity completion, and support incentive administration. *COUNTY must have Complex Condition CARE, Ongoing Condition CARE, or Tobacco Coaching Cessation Only.</p>	<p>No</p>	<p>Additional charge: \$0.60 PEPM.</p>
<p>COUNTY has the choice to buy-up to Live Well Reward\$ and elect the following reward options: Prepaid Reward Cards – Single Use, Prepaid Reward Cards – Reloadable, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, Health Savings Account (HSA) Incentive Contributions, or Online Rewards.</p>		
<p>Incentive Solutions: Wellness Activity Center I02</p>	<p>No</p>	<p>Additional charge: \$0.80 PEPM.</p>

COUNTY is able to create an online portal environment through the Wellness Activity Center on umr.com to support member engagement, track member activity completion and support incentive administration. Includes online events and challenges. COUNTY must have Complex Condition CARE, Ongoing Condition CARE or Tobacco Coaching Cessation Only.

COUNTY has the choice to buy-up to Live Well Reward\$ and elect the following reward options: Prepaid Reward Cards – Single Use, Prepaid Reward Cards – Reloadable, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, Health Savings Account (HSA) Incentive Contributions or Online Rewards.

Incentive Solutions: CareSearch Reward\$	No	Additional charge: \$1.45 PEPM
<p>Includes: A cost transparency-based program that rewards members for making smart healthcare choices. After utilizing the Health Cost Estimator Tool to select cost-effective (green or grey) and high-quality providers, members will be rewarded for choosing to utilize those selected providers. The program includes member ROI analysis, member communication material, and customer reporting.</p> <p>COUNTY may elect one of the following reward types to pair with the CareSearch Reward\$ program: Prepaid Reward Cards – Single Use, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, or Health Savings Account (HSA) Incentive Contributions.</p>		
Incentive Solutions: Health & Fitness Reward\$:	No	Additional charge: \$0.81 per eligible member per month
<p>Includes: Tracking and managing the member activity per the requirements of the program to support either a reimbursement or reward distribution to members. Includes member communications and employer reporting.</p>		
Incentive Solutions: Health & Fitness Reward\$ ACH:	No	Additional charge: \$0.80 per transaction per month
<p>Includes: Support ACH transfer (electronic payment transfer) if the member provides appropriate information when registering for the program.</p>		
Incentive Solutions: Health & Fitness Reward\$ Payroll File:	No	Additional charge: \$100 fee for each file transferred
<p>Includes: Support a payroll file transfer and this is the fee associated with each file transferred.</p>		
Incentive Solutions: Health & Fitness Reward\$ Custom Development Fee:	No	Additional charge: \$190.00 per hour
<p>Includes: Any development effort that falls outside the standard program setup and/or program changes with renewal.</p>		
Incentive Solutions: Rewards - Health Savings Account (HSA) Incentive Contributions	No	Additional charge: \$0.45 PPPM.

Must have QHDHP and Optum Financial as the financial institution. Employer-determined amount of dollars can be deposited into a member's Health Savings Account when held at Optum Financial. Fee includes up to 12 deposits per year, processed monthly.

COUNTY must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), Care Search Reward\$, or Health & Fitness Reward\$ to elect this reward type.

Incentive Solutions: Rewards - UMR Health Savings Account (HSA) Incentive Contributions	No	Additional charge: \$0.45 PPM
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Must have QHDHP and selected UMR HSA. Employer-determined amount of dollars can be deposited into a member's Health Savings Account. Fee includes up to 12 deposits per year, processed monthly. COUNTY must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), Care Search Reward\$, or Health & Fitness Rewards\$ to elect this reward type.

Incentive contribution(s) to a Health Reimbursement Account + Incentive\$ (HRA +) or Lifestyle Accounts (LSA)	No	Additional charge: \$1.17 PEP
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COUNTY must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), CareSearch Reward\$, or Health & Fitness Reward\$ as well as have an underlying Health Reimbursement Account (HRA) to elect this reward type.

Fee is in addition to the underlying/base HRA administration fee, as well as up to 12 deposits per year, processed monthly. COUNTY must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), or Custom Reward\$ with Reporting (formerly Custom: Advanced) as well as have an underlying Health Reimbursement Account (HRA) to elect this reward type.

Incentive Solutions: Rewards - Prepaid Reward Card - Single-Use	No	Additional charge: \$4.60 Per Card.
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COUNTY must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with reporting (formerly Custom: Advanced), CareSearch Reward\$, or Health & Fitness Reward\$ to elect this reward type.

Incentive Solutions: Rewards - Prepaid Reward Card - Reloadable	No	Additional charge: \$6.80 Per Card Per Year.
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Includes: Non-standard operation/reporting support. Tracking and managing all qualifying activities and determining reward eligibility for members per the requirements of the custom-designed program.

COUNTY must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), CareSearch Reward\$, or Health & Fitness Reward\$ to elect this reward type.

Services

**Included in Medical
Claims Fee**

Comments/Fees

Health Education Library in English and Spanish is available to members

Yes

CONTRACTOR offers 2 Healthcare Cost Estimators - 1. Consumer Price Transparency Tool (CPTT) and 2. Find Price and Care Tool (FPC), both available to members. The Consumer Price Transparency Tool is available to UnitedHealth Network members utilizing standard Choice+ and Options. If a group has any of the following: 1) a rental network 2) multi-tier network structure, and/or 3) a custom UnitedHealth Network, then Find Price and Care Tool basic or advanced will be assigned.

Yes

EXHIBIT F – GUARANTEES

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

The Fees payable by COUNTY under this Agreement will be adjusted through a credit to COUNTY's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective beginning January 1, 2025. Each twelve-month period is a "Guarantee Period". With respect to the aspects of CONTRACTOR's performance addressed in this Exhibit, these Fee adjustments are COUNTY's exclusive financial remedies.

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

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

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

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

I. Financial Accuracy

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

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

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

II. Claim Procedural Accuracy

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

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

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

III. Claim Payment Accuracy

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

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

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

IV. Turnaround Time

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

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

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

V. Customer Service

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

1. Average speed-to-answer telephone calls

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

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

2. Abandonment Rate

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

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

3. Customer Satisfaction Surveys

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

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

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

Performance Guarantee Conditions:

- Performance Guarantees begin 90 days after the plan effective date.
- Performance Guarantees are for medical claims administration.
- Performance Guarantees are measured annually.
- Performance Penalties will be credited on the invoice following the annual measurement.

- Performance Guarantees are not in effect until a signed administrative service contract is received.
- In the event of a pandemic, CONTRACTOR reserves the right to revisit or revoke this guarantee.

VI. Account Management

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

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

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

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

Guarantee Conditions:

- Performance Guarantees are measured annually.
- Performance Penalties will be credited on the invoice following the annual measurement.
- Performance Guarantees are not in effect until a signed administrative service contract is received.
- In the event of a pandemic, CONTRACTOR reserves the right to revisit or revoke this guarantee.