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THIRD AMENDED AND RESTATED PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT

This **THIRD AMENDED AND RESTATED PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT** ("Agreement") is made and entered into as of November 1, 2016 by and among **OptumRx, Inc.** ("Administrator") and **United HealthCare Services, Inc.**, on behalf of itself and certain of its Affiliates identified on **Exhibit B** ("United"). Administrator and United may also be referred to in this Agreement individually as "Party" and collectively as the "Parties." Reference is made to the Amended and Restated Prescription Drug Benefit Administration Agreement entered into by the Parties, effective, January 1, 2010, as amended by the Second Amended and Restated Prescription Drug Benefit Administration Agreement entered into by the Parties, effective, January 1, 2013, which is superseded and replaced in its entirety by this Agreement.

PREMISES

A. United offers various benefit programs that offer Prescription Drug coverage to eligible Members, including Medicaid managed care plans.

B. Administrator is engaged in the business of performing administrative, managerial, consultative, claims processing and other pharmacy benefits management services to various payors of health care services.

C. The Parties mutually desire to set forth the services to be furnished by Administrator in support of the Benefit Plans, all in accordance with the terms and conditions set forth in this Agreement and in compliance with applicable Laws and Regulations.

D. Unless defined elsewhere in this Agreement, the capitalized terms used in the above premises or elsewhere in this Agreement (including its Exhibits) shall have the meanings ascribed to those terms in the Schedule of Definitions attached hereto as **Exhibit A**.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, United and Administrator hereby agree as follows:

1. PRESCRIPTION DRUG BENEFIT SERVICES

1.1 Engagement of Administrator. United hereby engages Administrator, on an independent contractor basis, to perform the Services (as defined below) in support of the Benefit Plans, and Administrator hereby accepts such engagement, all in accordance with the terms and subject to the conditions of this Agreement.

1.2 Scope of Agreement and Affiliate Information. Administrator shall provide Services to Benefit Plans identified on **Exhibit B** as the same may be updated from time to time in accordance with this Section 1.2. United shall provide an updated **Exhibit B** to Administrator on an annual basis and throughout the year shall use reasonable efforts to advise Administrator sixty (60) days prior to any additions to or deletions from **Exhibit B**.

1.3 Services.

(a) Services Defined. Administrator agrees to perform (i) the Prescription Drug Benefit Services set forth on **Exhibit C** and (ii) the Mail Order Pharmacy Services set forth on **Exhibit D**

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to support the Benefit Plans offered by United, all in accordance with the terms and conditions of this Agreement, the Pharmacy Plan Specifications and all applicable Laws and Regulations (the "Services").

(b) Use of Subcontractors. Administrator shall not subcontract any Service, activity or other obligation required of it under this Agreement, directly or through another entity, to a third party unless Administrator has furnished United with prior written notice and obtained United's approval of such subcontract and the subcontract satisfies the requirements of this Section 1.3(b) (an "Authorized Subcontract"). To be an Authorized Subcontract, (i) the applicable subcontracted Services shall be performed by the subcontractor in accordance with the terms and conditions of the applicable State Contracts, this Agreement and all applicable Laws and Regulations, and (ii) the subcontract shall be in writing, signed by the parties to be bound thereby. Administrator agrees to promptly amend the agreements with subcontractors, in the manner requested by United, to meet any additional State Contract requirements or requirements of applicable Laws and Regulations. Administrator shall provide United with a list of all subcontractors, which list will be updated annually. In the event that a subcontractor of Administrator fails or is unable to perform in a satisfactory manner any Services, then United or the applicable Governmental Authority shall have the right to suspend, revoke or terminate such subcontracted Services as they relate to United effective upon the date set forth in a written notice furnished by United or the Governmental Authority to Administrator, after notice and a reasonable opportunity (which shall not exceed thirty (30) days) for the subcontractor to cure or upon such other date as the applicable Governmental Authority directs or requires. United or the applicable Governmental Authority shall also have the right to institute corrective action plans or seek other remedies or curative measures as contemplated by this Agreement or applicable Laws and Regulations. Written arrangements between either Party and a subcontractor shall specify delegated activities, responsibilities and reporting responsibilities and shall either provide for revocation of the delegation of activities and reporting responsibilities or specify other remedies in the event of unsatisfactory performance. All contracts with subcontractors shall specify that all parties shall comply with all applicable Laws.

1.4 Performance Standards Applicable to Services.

(a) General. Administrator shall perform the Services in a diligent and professional manner by personnel or contractors who are trained, qualified and competent to perform or deliver the Services, to supervise and monitor such performance and to satisfy all requirements applicable to such Services, as set forth in this Agreement and applicable Laws and Regulations.

(b) Administrator Systems. Administrator shall maintain the necessary computer, intranet, Internet, telecommunications and information, data, database and technology systems, whether owned, leased, licensed or outsourced (collectively, the "Administrator Systems") to provide the Services in accordance with this Agreement and all applicable Laws and Regulations. Administrator shall have the sole financial and other responsibility for ensuring that Administrator Systems, as well as the transactions processed using, the data stored on and electronic transmissions accomplished via Administrator Systems, comply with all applicable Laws and Regulations and requirements established pursuant to this Agreement. Administrator shall implement reasonable safeguards for the operation and use of Administrator Systems which are targeted to prevent the destruction, loss, alteration or unauthorized disclosure of PHI, Confidential Information or United Data in Administrator's possession or under its control. Administrator shall maintain business continuity and disaster recovery plans, which are commercially reasonable and compliant with applicable Laws and Regulations. United shall have the right to access and audit Administrator's Systems to ensure that Administrator's Systems are in compliance with the requirements of the State Contracts and applicable Laws and Regulations. Administrator shall provide United with a description of Administrator's Systems upon United's request.

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(c) Service Level Standards. Administrator shall perform the Services and ensure the operation of the Administrator Systems in accordance with the Service Level Standards set forth in **Exhibit G** attached hereto.

1.5 Suspension or Termination of Services. Administrator understands and agrees that if Administrator fails or is unable to perform in a satisfactory manner any Services which are delegated United activities or responsibilities, then United or the applicable Governmental Authority shall have the right to suspend, revoke or terminate the affected Services or this Agreement, after notice and an opportunity for Administrator to cure as provided in Section 2.2(a), or on such other date as the applicable Governmental Authority directs or requires. Additionally, United or the applicable Governmental Authority shall have the right to institute corrective action plans or other curative measures as contemplated by this Agreement or applicable Laws and Regulations. If at any time any of the Services are suspended, revoked, or terminated, United reserves the right to either perform such services itself or find an alternative third party to perform the suspended, revoked, or terminated Services. Under this situation, United shall deduct any costs incurred, to the extent such costs are commercially reasonable, from the amounts due to Administrator.

1.6 Material Changes to Services. If United requests, or a Governmental Authority requires, Administrator to perform any services that are not identified on **Exhibits C or D** or elsewhere in this Agreement that would reasonably likely result in a Material New Obligation, or United or a Governmental Authority seeks to impose a Material New Obligation, then Administrator shall provide United with a proposed statement of work ("SOW") for such services prior to performing the services. The proposed SOW shall include at least the following: (i) a description of the services to be performed; (ii) the proposed increase in the fees, costs, or expenses to be charged to the United, (iii) the proposed implementation schedule to achieve operational readiness or to commence performance of the applicable services; and (iv) any other relevant information. Administrator shall provide such SOW within thirty (30) days of United's request for the additional services, unless the Parties have agreed to a longer time period. Unless otherwise specified in the SOW, additional services provided pursuant to SOW may be discontinued by United at any time upon thirty (30) business days prior written notice to Administrator. Once the Parties have agreed to the terms and executed the SOW, the SOW shall become part of and be incorporated into this Agreement or any applicable Exhibit thereto.

2. TERM AND TERMINATION

2.1 Term.

(a) The initial term of this Agreement shall commence on November 1, 2016 (the "Commencement Date) and shall expire on December 31, 2018 (the "Initial Term"). Upon the expiration of the Initial Term, the term of this Agreement shall automatically renew for successive twelve (12) month renewal terms on each applicable January 1 (each such period, a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides the other with written notice of nonrenewal no later than the March 31 immediately preceding the commencement of the next Renewal Term (including the first Renewal Term).

2.2 Termination of this Agreement. This Agreement may be terminated as set forth in this Section 2.2 and as expressly provided elsewhere in this Agreement.

(a) For Cause. In the event that either Party fails or is unable to perform any of its obligations under this Agreement (a "Default"), the non-Defaulting Party, at its election, may terminate this Agreement in its entirety, or with respect to the affected Services, if the Default has not been cured within ninety (90) days following the Defaulting Party's written notice of the Default. The written notice

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furnished to the Defaulting Party shall specify in reasonable detail the nature of the Default, the actions required to cure the Default, if such is curable, and whether the non-Defaulting Party is seeking to terminate either the entire Agreement or only the applicable, affected Services. If the Defaulting Party has failed or is unable to cure the Default to the reasonable satisfaction of the non-Defaulting Party by the end of the 90-day termination notice period, then this Agreement or the applicable Services, as the case may be, shall be terminated upon the expiration of the 90-day termination notice period. However, if the Default is cured (provided, that the Default is curable) prior to the expiration of the 90-day termination notice period, then this Agreement shall remain in effect.

(b) Payment Default. In the event that United has failed to pay any undisputed amount due on a validly submitted invoice by the applicable Payment Due Date (as defined in Section 3.2 below) (a "Payment Default") and such undisputed past due amount has not been paid within an additional ten (10) business days after United has received written notice that such payment is past due, then Administrator, at its option and to the extent permitted by applicable Laws and Regulations, may terminate the entire Agreement or only the applicable, affected Services, or may withhold or suspend Services.

(c) Automatic Termination. To the fullest extent permitted by applicable Laws and Regulations, this Agreement shall automatically terminate, without the need for any further act or deed by either Party, upon the occurrence of a Bankruptcy Event or Business Cessation Event affecting either Administrator or United.

(i) For purposes of this Agreement, "Bankruptcy Event" shall mean, with respect to United or Administrator, that such Party: (A) is unable to pay its debts generally as they become due; (B) makes a voluntary assignment for the benefit of creditors; (C) is declared insolvent in any proceeding; (D) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself, any of its property, assets or debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect or petitions or applies to any tribunal for the appointment of a receiver, liquidator, custodian or trustee for such Party under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, liquidation, or dissolution law of any jurisdiction now or hereafter in effect; or (E) is named as a debtor party in such petition, application, case or proceeding and it indicates its approval thereof, consents thereto, acquiesces therein or acts in furtherance thereof, or if such petition, application, case or proceeding is not dismissed or stayed for a period of sixty (60) days after it is commenced, or is the subject of any order appointing any such receiver, liquidator, custodian or trustee or approving the petition in any such case or proceeding.

(ii) For purposes of this Agreement, "Business Cessation Event" shall mean, with respect to Administrator or United (A) that Party dissolving its corporate, partnership or other entity structure, winding up its business affairs or ceasing to do business for any other reason, except pursuant to a reorganization, merger or similar transaction in which its business is continued by another Person that is competent to carry on such business, or (B) that Party has taken any corporate, partnership or other entity action for the purpose of effecting any of the foregoing.

(d) Adverse Legal Determination. Subject to Section 8.3, either Administrator or United may terminate this Agreement immediately upon the giving of written notice to the other Party (i) following a Judgment (as defined in Section 6.3(c) below) of a Governmental Authority or change in any applicable Laws and Regulations (including a change in the interpretation or enforcement of existing Laws and Regulations) that would make performance of this Agreement, in all material respects, unlawful or illegal for the Party electing to terminate, or (ii) in the event that a Governmental Authority requires either Party to terminate the Agreement.

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(e) Debarment. If Administrator, any pharmacists or other personnel furnishing Covered Prescription Services to Members at Administrator's Mail Order Pharmacy or any Network Pharmacy, or other agent, employee or subcontractor engaged by Administrator to perform any of the Services under this Agreement becomes debarred, ineligible or sanctioned under a federal health care program or otherwise fails to satisfy the business integrity standards of Section 4.2, then United may terminate this Agreement immediately upon written notice to Administrator without liability to United, or take such other corrective or remedial action as warranted under the circumstances.

(f) Termination of State Contracts. This Agreement shall terminate contemporaneously with the termination of all of United's State Contracts (with respect to services provided pursuant to the State Contracts) without renewal. Notwithstanding the above, any particular government program or United Affiliate Health Plan (or some combination thereof) as identified on **Exhibit B** can be removed from participation under this Agreement or terminated from this Agreement upon order of any Governmental Authority. Upon termination of an individual State Contract, or the removal or termination of any particular government program or United Affiliate Health Plan, this Agreement shall continue in full force and effect with respect to the remaining State Contracts.

(g) Mutual Consent. This Agreement shall be terminated upon the mutual written consent of Administrator and United.

(h) Mail Order Network Agreement. The Parties acknowledge and agree that the Mail Order Network Agreement attached hereto as **Exhibit D** shall terminate immediately upon the termination of this Agreement for any reason.

2.3 Effect of Termination. Upon termination of this Agreement for any reason whatsoever, United shall pay Administrator all undisputed amounts for the performance of Services with dates of service through the date (the "Service Termination Date") which is the latest to occur of (i) the effective date of this Agreement's termination, (ii) if applicable, the date of expiration of the Phase-out Period (as defined in Section 2.6 below), (iii) if applicable, the effective date of expiration of the Transition Assistance Period (as defined in Section 2.5(c) below), or (iv) such other date as mutually agreed to by the Parties. The termination of this Agreement or the occurrence of the Service Termination Date shall not alter United's obligation to pay any amounts owing to Administrator under this Agreement which were previously in dispute and are subsequently resolved and/or mutually agreed to by the Parties. The termination of this Agreement for any reason whatsoever shall not relieve either Party from liability for any obligations required of such Party prior to the effective date of this Agreement's termination and the Service Termination Date, subject to the conclusive affect of the Final Accounting in Section 2.4 below. In the event that United does not elect to receive transition assistance from Administrator as specified in Section 2.5 below, Administrator acknowledges and agrees that, following termination of this Agreement, it shall nonetheless provide to United any reports or other data related to this Agreement that United is obligated to provide to any Governmental Authority in order to satisfy the requirements of any applicable State Contracts.

2.4 Final Accounting. Within one hundred twenty (120) days after the Service Termination Date, Administrator and United shall make an accounting of all amounts due and owing from United to Administrator and from Administrator to United pursuant to this Agreement (the "Final Accounting"). Administrator's proposed Final Accounting shall become final, binding and conclusive upon the Parties unless United or Administrator reasonably and in good faith objects thereto within sixty (60) days following its receipt. In the event that United or Administrator timely objects to the proposed Final Accounting, and the Final Accounting cannot be resolved to the mutual satisfaction of the Parties within two hundred forty (240) days after the Service Termination Date, then either Party may elect to have a third party certified public accountant conduct an appropriate financial review and verification of the

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proposed Final Accounting, including, if determined appropriate by the certified public accountant, an audit of Administrator's operations supporting the proposed Final Accounting. Such certified public accountant shall be mutually acceptable to both Parties (in their reasonable discretion) and engaged by both Parties, with the cost of its financial review and, if applicable, independent audit to be shared equally by both Parties. The Parties agree that the independent auditor's determination of the Final Accounting of the net amounts due from United to Administrator (subject to any offsets, deductions or recoupments available to United) shall be final, binding and conclusive upon both Parties. United or Administrator shall pay all final or adjusted amounts due and owing to Administrator or United within thirty (30) days after the Final Accounting has become final, binding and conclusive for all purposes; and in the event that net amounts are refundable to United, then Administrator shall pay such amounts within thirty (30) days after the Final Accounting has become final, binding and conclusive for all purposes.

2.5 Transition Assistance Following Termination.

(a) Transition Services. Upon the termination of this Agreement for any reason whatsoever (a "Transition Event"), United shall have the option (but not the obligation) to require Administrator to provide some or all of the Services and/or such transition assistance as required by United to effect a smooth and orderly transition and transfer of the Services to United or to another vendor selected by United ("Transition Assistance Services"). The nature and extent of the Transition Assistance Services shall be those services as are necessary to satisfy the requirements under the applicable State Contracts and such other services as are reasonably determined by the mutual agreement of United and Administrator. Notwithstanding the foregoing, as part of the Transition Assistance Services, Administrator, upon United's request, will take all reasonable steps necessary for United to transfer the Services to another vendor or to United. The Transition Assistance Services shall be furnished by Administrator in compliance with all applicable Service Level Standards established in this Agreement that are in effect on the date of the Transition Event and any other applicable provisions of this Agreement.

(b) Compensation for Transition Services. In the event that United elects to procure from Administrator some or all of the Services as part of the Transition Assistance Services, United shall pay or reimburse Administrator the amounts being charged for such Services on the date of the Transition Event.

(c) Term of Transition Services. If elected by United, Administrator shall be required to furnish the Transition Assistance Services for one hundred eighty (180) days following the Transition Event or for such shorter period of time as selected by United in its sole discretion (the "Transition Assistance Period"). After the expiration of the Transition Assistance Period, Administrator shall, at no additional cost, continue to (i) answer a reasonable number of questions regarding the Services on an "as needed" basis for up to one hundred eighty (180) days, (ii) prepare and deliver to United any United-owned reports, documentation or United Data still in the possession or under the control of Administrator, and (iii) upon United's directive, destroy all United Data or Confidential Information in the possession or under the control of Administrator and provide United with a certificate certifying the destruction of all such United Data and information, provided that one copy shall be kept for such period as is necessary to satisfy Administrator's obligations under Section 4.3, and beyond such period that copy may be kept for archival purposes pursuant to the confidentiality requirements of this Agreement. United shall, at no additional cost, (A) deliver to Administrator any remaining Administrator owned reports, documentation or Administrator Data still in the possession or under the control of United, and (B) upon Administrator's directive, destroy all Administrator Data or Confidential Information in the possession or under the control of United and provide Administrator with a certificate certifying as to the destruction of all such Administrator Data and information, provided that one copy shall be kept for such period as is

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necessary to satisfy United's obligations under Section 4.3, and beyond such period that copy may be kept for archival purposes pursuant to the confidentiality requirements of this Agreement.

2.6 Phase-Out Period for Network Pharmacies. Notwithstanding the provisions of Section 2.5 above (and irrespective of whether United exercises its rights thereunder), if and to the extent requested by United and only to the extent required by any applicable Laws and Regulations or Governmental Authority, Administrator shall continue to provide Covered Prescription Services through its Mail Order Pharmacy to Members and shall continue to administer the provision of Covered Prescription Services to be furnished by Network Pharmacies to Members for a period of up to sixty (60) calendar days or longer if required by such applicable Laws and Regulations (the "Phase-Out Period") following, as applicable: (i) the effective date of this Agreement's termination; (ii) a Bankruptcy Event or a Business Cessation Event affecting either Party; or (iii) the termination, withdrawal or discontinuation of Administrator, in its capacity as Mail Order Pharmacy, from this Agreement.

3. COMPENSATION AND BILLING

3.1 Compensation. In consideration of the Services performed by Administrator pursuant to this Agreement, United shall pay Administrator the fees, costs, expenses and reimbursements as set forth on **Exhibit C-1, et seq**.

3.2 Payment Terms. Administrator will invoice United at semi-monthly billing cycles, for claims payment, that run from the first (1st) of the month through the fifteenth (15th) of the month and from the sixteenth (16th) of the month through the end of the month. Administrator shall timely submit to United invoices, in reasonable detail, that accurately reflect the Services performed during the invoice period and include all Prescription Claims information, data and detail to support the Prescription Drug Compensation and any other charges appearing on such invoices which United is required to pay or reimburse Administrator. Upon receipt of such invoice, United shall promptly pay Administrator all undisputed amounts reflected in a valid invoice, via Electronic Fund Transfer ("EFT") or other reliable means, within five (5) days of receipt of the invoice and the supporting claims detail file ("Payment Due Date").

3.3 Right of Offset.

(a) United Offsets. Administrator acknowledges and agrees that any fees or other amounts improperly paid to Administrator by United which otherwise become subject to a bona fide dispute, or which are otherwise due to United under this Agreement, may be offset, deducted or recouped by United from future amounts owed to Administrator under this Agreement.

(b) Administrator Offset. United acknowledges and agrees that any undisputed amounts owed to Administrator by United which are outstanding beyond their applicable Payment Due Date may be offset, deducted or recouped by Administrator from future amounts owed or reimbursable to United under this Agreement.

(c) Disputed Amounts. Subject to the provisions of this Section 3.3(c), United shall be permitted to withhold payment of any fees or other amounts otherwise invoiced to United for which United, in good faith, disputes or contests, including reducing such invoiced amounts by an offset or recoupment of amounts that would otherwise be due by United to Administrator. In the event of a dispute pursuant to which United believes, in good faith, that it is entitled to withhold, offset or recoup payments from Administrator, the applicable party may withhold payment of the disputed amounts provided that, within ten (10) days following the party's receipt of any invoice requesting payment or reimbursement of such amounts, the party shall notify Administrator in writing with an explanation stating the factual basis

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for the party's withholding, offsetting or recoupment of such payment. To contest such withheld amounts, Administrator must, within ten (10) business days following receipt of the party's notice of a dispute concerning invoiced amounts, respond to the party in writing with an explanation stating the factual basis, if any, for Administrator, in good faith, demanding payment of the amounts in dispute. Each Party agrees to negotiate in good faith to resolve any disputed payment issues for no less than thirty (30) days following receipt of Administrator's written notice that it is contesting United's withheld amounts. Notwithstanding the foregoing, United shall have the right to object to billed invoices for up to one (1) year after receipt of such invoice; provided, however, upon implementation of any United requested benefit changes, United shall review and confirm the acceptability of such change and object to any related invoices within sixty (60) days after implementation of such benefit change.

3.4 Illegal or Unenforceable Compensation. In the event that a Governmental Authority determines that United's payment of any portion of the compensation amounts due to Administrator under this Agreement is illegal or unenforceable, then United shall be relieved from all obligations to pay the illegal or unenforceable portion of such amounts and Administrator shall pay back to United any paid amounts that have been determined to be illegal or unenforceable. Notwithstanding the foregoing, the Parties agree to negotiate in good faith to come to an agreement of amounts that would be acceptable to the Governmental Authority.

3.5 Claims Processor Fees. United acknowledges and agrees that Administrator may receive and retain as part of its compensation under this Agreement certain claims processor fees from Network Pharmacies in connection with the Prescription Drugs dispensed to Members under the Benefit Plans, including, without limitation: (i) a per claim communications charge for on-line electronic claims processing by Point of Sale ("POS") communication; (ii) a charge for each claim submitted to Administrator via paper, tape, or some medium other than POS communication; (iii) surcharges for canceled or reversed claims; and (iv) a charge if a Network Pharmacy requests an evidence of benefits report in a tape medium.

4. SPECIFIC REGULATORY OBLIGATIONS

4.1 Compliance with Law.

(a) General. Administrator shall be responsible for determining and complying with all applicable Laws and Regulations applicable to the furnishing of the Services and its performance of this Agreement. If a Party's performance as required under this Agreement is prohibited by or in conflict with any applicable Laws and Regulations, then the Party whose performance is owed or required shall be required, but only to the extent permitted by applicable Laws and Regulations. Any provisions now or hereafter required to be included in this Agreement by applicable Laws and Regulations or by any other Governmental Authority of competent jurisdiction shall be binding upon and enforceable against the Parties hereto and be deemed incorporated herein, irrespective of whether or not such provisions are expressly provided for in this Agreement. In addition, Administrator shall require that any pharmacists or other personnel furnishing Covered Prescription Services to Members at Administrator's Mail Order Pharmacy, any Network Pharmacy, or any other agent, employee or subcontractor engaged by Administrator to perform any of the Services under this Agreement, comply with all applicable Laws and Regulations applicable to furnishing the Services under this Agreement.

(b) Administrator Licenses. Administrator shall be responsible for obtaining all licenses, permits and qualifications required under applicable Laws and Regulations for Administrator to furnish the Services hereunder, including, but not limited to, those required to furnish Covered Prescription Services in its capacity as a Mail Order Pharmacy and those required by Administrator or its personnel or subcontractors to administer, adjudicate, process and pay Prescription Claims.

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(c) Governmental Fines. Administrator shall reimburse United for any fines, direct losses, assessments or other penalties assessed by any Governmental Authority due to errors made by or caused by actions or inactions of Administrator based on the laws, and interpretations thereof, in effect at the time of such error, action or inaction.

(d) Hernandez Settlement Compliance. As applicable, Administrator shall comply, and shall ensure that is Network Pharmacies comply, with the requirements of the Settlement Agreement to Hernandez, et al. v. Medows (case number 02-20964 Civ-Gold/Simonton).

4.2 Business Integrity. Administrator agrees to be bound by the provisions set forth at 45 CFR Part 76, or any successor provisions. In addition to the foregoing, Administrator represents, warrants and covenants that neither Administrator nor, to Administrator's knowledge, any pharmacists, prescribers, or other personnel furnishing Covered Prescription Services to Members at Administrator's Mail Order Pharmacy or any Network Pharmacy, or other agent, employee or subcontractor (including any key management, executive staff or five percent (5%) or greater owner) engaged by Administrator to perform any of the Services have been or is currently (i) sanctioned under, listed as debarred, excluded, suspended, proposed for debarment, or otherwise ineligible for participation in federal or state health care programs (including but not limited to Medicare, Medicaid or CHIP), or (ii) convicted of a criminal felony or has a civil judgment entered against it for fraudulent activities. In addition, Administrator shall review, and shall require its subcontractors and Network Pharmacies to review, the federal government lists of debarred entities and individuals, including but not limited to the DHHS OIG and General Services Administration exclusion lists for any employee, board member, officer, or subcontractor to determine if any such individual or entity is included on such lists upon hire and on at least an monthly basis thereafter. If at any time Administrator becomes aware of any violation of this representation and warranty, Administrator agrees to notify United in writing immediately. In the event that any Network Pharmacy or other agent, employee or subcontractor performing any portion of the Services or its personnel becomes debarred or ineligible for participation in a federal or state health care program or convicted of a criminal felony or otherwise fails to satisfy the business integrity standards of this Section 4.2, then Administrator, upon becoming aware of the situation, shall immediately discontinue its, his or her participation in the Pharmacy Network (as defined in Section 3.1 of **Exhibit C**) and prohibit it, him or her from furnishing any Covered Prescription Services to Members or discontinue using it, him or her in the performance of any Services if such is not remedied to Administrator's and United' satisfaction.

4.3 Maintenance of Records and Audits.

(a) Records. Administrator shall maintain, in accordance with prudent business practices and applicable Laws and Regulations, accurate, complete and timely books and records (collectively, "Records") of all transactions occurring as part of Administrator's furnishing of the Services, including the furnishing of Covered Prescription Services to Members. United shall keep and maintain, in accordance with prudent business practices and applicable Laws and Regulations, accurate, complete and timely Records relating to the operation of the Benefit Plans. Administrator and United shall each retain such Records during the Term of this Agreement and for a period of at least ten (10) years following the date of creation, or for such longer period of time as may be required by applicable Laws and Regulations or an on-going audit or investigation of Administrator, United or another Person that is being conducted by a Governmental Authority.

(b) External Audits, Inspections, or Inquiries.

(i) Governmental Authorities. Administrator and United shall each permit any Governmental Authority or its designees to inspect, evaluate and audit the facilities, offices,

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equipment and Records relating to each Party's performance of this Agreement and the transactions occurring hereunder, including the operation and administration of the Benefit Plans. The right of any Governmental Authority and its designees to inspect, evaluate and audit either Party shall exist during the Term of this Agreement and for an additional period of ten (10) years following the Service Termination Date (as defined in Section 2.3 above), or for such longer period of time as may be required by applicable Laws and Regulations or to complete an on-going audit or investigation. Each Party shall cooperate and comply with any governmental audit within the time periods specified by the Governmental Authority and shall comply with any requirements or directives issued by the Governmental Authority as a result of such audit subject to the Parties' rights under Sections 2.2(d) and Section 8.3 of this Agreement. Any Records of either Party that are the subject of an outstanding audit or inspection as contemplated hereunder may not be discarded, destroyed or purged until the audit or inspection has been fully completed. Each Party shall pay its own costs and expenses associated with providing information and data in connection with an audit conducted by a Governmental Authority. In the event that United receives the results of any such inspection, audit, or report that identify a deficiency related to the Services provided by Administrator under this Agreement, United shall share the portion of the report discussing the deficiency with Administrator and shall provide Administrator with an opportunity to provide input regarding such deficiency. Administrator shall be obligated to correct identified deficiencies through a Corrective Action Plan as that process is defined by the applicable Governmental Authority.

(ii) Third Parties. Administrator shall notify United as soon as reasonably practicable, but in no event later than five (5) business days, after becoming aware, in writing, of any non-routine inquiries, requests for information, complaints, legal actions, and investigations, whether oral or in writing ("Requests") by any accreditation agency that relate to the Services or any other matter covered by this Agreement or any other third party if directly related to United's Benefit Plans. If Administrator believes its response to any Request may involve or refer to United, this Agreement or the Services, Administrator shall provide United with a copy of such response at least seven (7) business days prior to the due date of such response, and Administrator shall incorporate United's comments before providing such response, to the extent United's comments are not, in the reasonable discretion of Administrator, adverse to Administrator's interests. In addition, Administrator shall provide United with a copy of any reports or other documentation received following an audit or investigation by any third party if such report contains findings or other information that directly relates to the Services or would impact United's Benefit Plans. Administrator shall provide such report to United no later than five (5) business days after receiving the report. In the event that United receives the results of any inspection, audit, or report from a third party that identify a deficiency related to the Services provided by Administrator under this Agreement, United shall share the portion of the report discussing the deficiency with Administrator and shall provide Administrator with an opportunity to provide input regarding such deficiency. Administrator shall be obligated to correct identified deficiencies through a Corrective Action Plan as that process is defined by the applicable third party.

(c) United Audits. Upon reasonable advance written notice and at reasonable times, United shall have the right to audit Administrator's performance of the Services under this Agreement including, without limitation, Administrator's operation of the Pharmacy Network, all Services provided pursuant to any Exhibit or any Authorized Subcontract, and Administrator's compliance with applicable Laws and Regulations. The audit rights include but are not limited to United having the ability to visit any of Administrator's physical offices or operational locations to meet in person with the appropriate Administrator personnel upon coordination with Administrator. United shall also have the right, from time to time, to audit Administrator in accordance with this Section 4.3 as required by any Governmental Authority or for compliance with applicable Laws and Regulations. No later than ten (10) business days after receipt of a written audit request from United, or such other time period as mutually agreed to by the Parties, Administrator shall compile and prepare all data required by United to perform the requested

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audit and shall furnish such data to United in a mutually agreeable format. United shall have the right to audit Administrator directly or through an audit firm of its choice. In connection with any audits, Administrator shall provide United finance or audit personnel or United's external auditors with access to all relevant sites' reasonable data, records, contracts, files, personnel, books, and other information necessary for United or its auditors to conduct the audit. United shall pay all costs associated with an audit conducted pursuant to this Section 4.3(c) or Section 4.8, whether performed directly by United or by an external auditor. In the event that an audit conducted pursuant to this Section 4.3(c) discovers any error by Administrator or discrepancy in the amount to be charged or paid to United, Administrator shall reimburse United the full amount of any amounts charged to United in error and/or United shall reimburse Administrator the full amount of any amounts incurred by Administrator in error, as applicable. In the event that any error or discrepancy in the amount charged to United is material, Administrator shall pay United all reasonable costs incurred in connection with the audit, including any out-of-pocket costs and expenses incurred by United to uncover and correct the error or discrepancy. For purposes of this Section 4.4(c), an error in the amount charged to United is material if it represents ten percent (10%) or more of the value of the aggregate claims for the period subject to audit. In the event that United receives the results of any inspection, audit, or report that identifies a deficiency related to the Services provided by Administrator under this Agreement, United shall share the portion of the report discussing the deficiency with Administrator and shall provide Administrator with an opportunity to provide input regarding such deficiency. Administrator shall be obligated to correct identified deficiencies through a Corrective Action Plan as that process is defined by United.

4.4 Monitoring of Services. Without affecting the obligations, duties and responsibilities of the Parties under this Agreement, Administrator acknowledges and understands that United and the United Affiliates, as applicable, are ultimately responsible to Governmental Authorities for the operation of their Benefit Plans and the provision of Covered Prescription Services to Members. In view of the foregoing, Administrator shall permit United or its representatives to monitor the provision of the Services as specified in this Section 4.4 and to audit Administrator's performance thereof as specified in Section 4.3(c) above. In connection with United's monitoring and rights, Administrator shall ensure that United is furnished with reasonable and appropriate access to Administrator's operations and activities and the Administrator Systems as necessary to permit United to monitor the activities associated with the Services as required by applicable Laws and Regulations. Among other accommodations as agreed to by the Parties to facilitate the exercise of United's rights, Administrator shall furnish United with periodic written reports in the form reasonably requested by United in assessing the performance of the Services, require appropriate Administrator representatives to hold in-person and telephonic meetings with United representatives on a regular basis and permit and facilitate meaningful on-site inspections and assessments of Administrator, its facilities and its Records as they pertain to the Services. In exercising its monitoring rights, United shall use commercially reasonable efforts not to unreasonably interfere with Administrator's normal business operations.

4.5 Compliance with United's Obligations. Administrator shall perform all Services, and in its capacity as a Mail Order Pharmacy dispense Covered Prescription Services to Members, in a manner consistent and compliant with the State Contracts and applicable Laws and Regulations.

4.6 State Policies. Because Administrator is furnishing Services in connection with the State Contracts, certain additional state-specific laws and regulations, as further set forth in **Exhibit E**, shall apply. To the extent there is a conflict between the terms of this Agreement and the requirements set forth in **Exhibit E**, the terms in **Exhibit E** shall control with respect to Services provided in connection with the applicable State Contract. To the fullest extent possible, this Agreement and the Exhibits attached hereto shall be interpreted so as to limit any conflict between the terms thereof.

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4.7 Member Hold Harmless. Notwithstanding any provision in this Agreement to the contrary, in no event, including but not limited to the insolvency of a Benefit Plan, breach of the Agreement and/or non-payment for services by a Benefit Plan, shall Administrator or any Network Pharmacy bill, charge, collect a deposit from, have any recourse against, or otherwise seek payment from any Member, or anyone acting on their behalf, for Covered Prescription Services, or any amounts due to Administrator from United, other than Cost-Sharing Amounts, returned checks and collection costs, and any similar fees in accordance with applicable Laws and Regulations. In addition, Members with dual eligibility for Medicare and Medicaid shall not be held liable for Medicare Part A and B cost-sharing when the applicable State is responsible for paying such amounts. Under no circumstances shall Administrator or any Network Pharmacy bill or seek compensation from or assert any legal action against such dual eligible Members or persons acting on their behalf with respect to services rendered hereunder. Administrator and/or Network Pharmacy as applicable shall accept the Benefit Plan's payment as payment in full or bill the appropriate State pursuant to 42 CFR § 422.504(g)(1)(iii). In the event of a conflict between this hold harmless provision and any other term of this Agreement, including all integrated Exhibits, this hold harmless provision shall control. This hold harmless provision shall survive the termination of this Agreement and shall be construed for the benefit of Members. Administrator shall require, pursuant to the terms of its Network Pharmacy Agreements, each Network Pharmacy to comply with the requirements of this Section 4.7.

4.8 Audit/Certification of Internal Controls/Sarbanes Oxley. United, or a "big four" public accounting firm engaged by United, shall have the right to audit Administrator's practices and procedures, systems, internal controls, general controls and security practices and procedures relating to claims processing services, as reasonably necessary for United to meet its requirements under the Sarbanes-Oxley Act of 2002. United shall use commercially reasonable efforts to coordinate any audit request under this Section 4.8 with audits being otherwise conducted pursuant to this Section 4 in an effort to minimize the disruption and costs to Administrator's business in complying with any audit requests. Upon request, Administrator shall provide United with a certification signed by the appropriate officer of Administrator attesting to the adequacy of Administrator's internal controls.

4.9 Federal Policies; Flow Down Provisions. Because Administrator is furnishing Services on behalf of United in connection with the State Contracts, the following obligations are imposed upon Administrator, with which Administrator hereby agrees to comply: Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 793 and 794); Title IX of the Education Amendments of 1972, as amended (20 USC § 1681 et seq.); Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (41 USC § 9849); the Americans with Disabilities Act (42 USC § 12101 et seq); and the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Vietnam Era Veterans Readjustment Assistant Act (38 USC § 4212); together with all applicable implementing regulations, rules guidelines and standards as from time to time are promulgated thereunder by applicable Governmental Authorities.

4.10 Functional Assessment and Improvement Review Process. The Parties agree to adhere to certain government program requirements and internal compliance controls currently known as the Functional Assessment and Improvement Review ("FAIR") process as set forth on **Exhibit I** attached hereto.

4.11 Payment Card Industry Compliance. To the extent that Administrator, in the course of providing Services, stores, processes, transmits or otherwise obtains cardholder data, or performs any activities regulated by the Payment Card Industry ("PCI") Security Standards Council, Administrator shall comply with the most current version of the PCI Data Security Standard ("DSS"), the PIN Transaction Security Standard ("PTS"), the Payment Application Data Security Standard ("PA-DSS"), and the Point-to-Point Encryption Solutions Requirements and Testing Procedures ("P2PE"), and any

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other applicable program or requirement that is published and/or otherwise mandated by applicable card networks or the PCI Security Standards Council.

5. PROTECTION OF DATA AND INFORMATION; INTELLECTUAL PROPERTY

5.1 Data.

(a) Data Collection and Reporting. Administrator shall collect, record, maintain and report to the applicable Governmental Authority only as directed or authorized by United, data as necessary to satisfy the Benefit Plans' data reporting, formatting and submission requirements under applicable Laws and Regulations. At United's request or as otherwise directed by United, and to the extent such services are provided by Administrator, Administrator shall collect, record, maintain and report data relating to the Benefit Plans in the form and manner reasonably requested by United including, but not limited to: Prescription Claims data, Rebate data, utilization management data, exceptions and appeals data, MTM data, and administrative or operational data or information required by applicable Laws and Regulations or otherwise requested by applicable Governmental Authorities. At United's request, Administrator will provide data and/or information via hard copy reports, electronic files, or using an online reporting tool. All of the foregoing types of data or reports containing such data, along with pricing, Network Pharmacy and Formulary information shall be either (i) furnished to United or (ii) submitted to the applicable Governmental Authority as reasonably directed by United, in the form requested by such Governmental Authority or as required by applicable Laws and Regulations. In addition, Administrator shall provide United or the applicable Governmental Authority (upon request) with any other data in Administrator's possession that is necessary to support payment from such Governmental Authority for United or oversight or quality improvement activities relevant to the Benefit Plans.

(b) Accuracy of Data. Administrator acknowledges and agrees that United is required to certify to certain Governmental Authorities the accuracy of the data reported to such Governmental Authority pursuant to Section 5.1(a) above (collectively, the "Reporting Data"). Administrator agrees that it shall collect, record and maintain all Reporting Data in an accurate and complete manner, based upon information available to Administrator at the time of collection or calculation, and that any supporting documentation furnished by Administrator to United or to the applicable Governmental Authority in connection with any Reporting Data shall be accurate and complete to the best of Administrator's knowledge. Upon United's request, Administrator shall certify in writing to United that the Reporting Data provided to United is accurate and complete to the best of Administrator's knowledge. In the event that Administrator or United identifies any inaccurate or incomplete Reporting Data, such Party shall promptly notify the other Party and the Parties shall work together to correct the Reporting Data and to produce corrected documentation supporting the Reporting Data, as soon as possible. The provisions of this Section 5.1(b) are in addition to, and shall not limit or alter in any respect, the Parties' reconciliation and audit rights set forth in this Agreement.

5.2 Ownership and Protection of United Data. Administrator understands and agrees that all of the United Data is proprietary to United and that, notwithstanding its use or possession by Administrator or any subcontractor pursuant to an Authorized Subcontract, the United Data is and shall remain the sole and exclusive property of United. In addition to other applicable restrictions under this Agreement, the United Data shall not, except as otherwise agreed to in writing by the Parties, be (i) used by Administrator or its personnel or contractors other than in furtherance of performing this Agreement, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties, or (iii) commercially exploited by or on behalf of Administrator.

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5.3 Confidentiality and Security of Member Records and PHI. Each Party agrees to comply with all Laws and Regulations issued by any Governmental Authority pertaining to the confidentiality, privacy, data security, data accuracy and completeness and/or transmission of personal, health, enrollment, financial and consumer information and/or medical records (including prescription records) of actual or prospective Members, including, but not limited, to the confidentiality and security provisions set forth in HIPAA. Administrator understands and agrees that any PHI or other personal information accessed by or disclosed to it or created by it during the course of performing this Agreement must be maintained in strictest confidence and safeguarded from disclosures which are unauthorized and impermissible under applicable Laws and Regulations. Administrator agrees not to disclose (except to United or the applicable Member), use or exploit any PHI, other personal information or United Data for any purpose or under any circumstance, except (i) as absolutely necessary to perform its obligations under this Agreement and (ii) in compliance with all Laws and Regulations regarding the confidentiality, privacy, data security and/or transmission of such information including, but not limited to, HIPAA and the GLB. Administrator agrees to require all of its personnel and to contractually require all of its contractors to fully abide by the provisions of this Section 5.3. Administrator also agrees to abide by the terms and conditions of the Business Associate Agreement attached hereto as **Exhibit F**.

5.4 Confidentiality Obligations of the Parties.

(a) Confidentiality Obligations. Each of Administrator and United (each, a "Receiving Party") agrees to use commercially reasonable efforts to protect and maintain the confidentiality of the other Party's (the "Disclosing Party") Confidential Information to which the Receiving Party may be given access, and each of Administrator and United agrees to use commercially reasonable efforts to maintain the confidentiality and proprietary character of the other's Data and Content. Neither Party, as a Receiving Party, shall disclose or otherwise make available Confidential Information of the Disclosing Party in any form whatsoever without the Disclosing Party's prior written consent. Notwithstanding the foregoing, Confidential Information may be disclosed to either Party's employees or contractors or to any third party (an "Authorized Representative") as reasonably necessary to carry out the purposes of this Agreement; provided such Authorized Representative has agreed to be bound by obligations of non-disclosure and non-use regarding the Confidential Information that are at least as comprehensive as the obligations contained herein. Each Party shall be responsible for any breach of this Agreement by any Authorized Representative to which it discloses Confidential Information under this Agreement.

(b) Definition of Confidential Information. "Confidential Information" shall include, but not be limited to the following information: (i) with respect to both Parties, the terms and conditions of this Agreement; (ii) all material, non-public information, materials or data of the Disclosing Party, in any form, which the Receiving Party knows or has reason to know is confidential or proprietary to the Disclosing Party; (iii) any other information which is clearly marked or designated as "Confidential," "Proprietary" or "Secret" by the Disclosing Party; (iv) with respect to United, all non-public information pertaining to United's vendors; or (v) the trade secrets, know how, inventions, current and future business plans, marketing plans and strategies, financial and operational plans, business methods and practices, customer or prospect data, records, information and profiles, supplier or vendor information and data, historical or prospective financial information, budgets, cost and expense data, employment records and contracts and personnel information of the Disclosing Party as well as software, technology, inventions (whether or not patentable) which is owned by, licensed to or used by the Disclosing Party. Notwithstanding the foregoing, "Confidential Information" shall not include any information (1) after it has become generally available to the public through no fault of the Receiving Party and without a breach of this Agreement, or (2) which can be demonstrated by the Receiving Party was developed independently or in its possession prior to entering into this Agreement so long as, in either case, the Receiving Party did not acquire such information from a source which, at the time of disclosure, had a

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fiduciary, confidential or contractual duty to the Disclosing Party to maintain such information as confidential.

(c) Exceptions to Confidentiality Obligations. The obligations imposed on the Parties in this Section 5.4 shall not restrict or limit disclosures made by the Receiving Party that are either: (i) reasonably necessary to comply with any Governmental Authority data submission required under applicable Laws and Regulations or routine or other Governmental Authority audits or investigations of either Party or of United's (a) offering or administration of the Benefit Plans, (b) Rebate reporting or other data collection, maintenance, security or submission requirements, or (c) functions or responsibilities required by applicable Laws and Regulations or any State Contract; (ii) required by applicable Laws and Regulations or a Governmental Authority; or (iii) compelled by a court order or the order of a Governmental Authority with competent jurisdiction over the Receiving Party provided that the Receiving Party being compelled to disclose any such information shall (x) give prompt notice after learning of the need therefore to the Disclosing Party (if allowed by applicable Laws and Regulations), (y) disclose only that portion of the Disclosing Party's Confidential Information that the Receiving Party's outside legal counsel advises is legally necessary to comply with such Laws and Regulations, court order or Governmental Authority order, and (z) assist the Disclosing Party if it chooses to object to such disclosure.

5.5 Return of Confidential Information. Upon the Disclosing Party's request, for any reason whatsoever and at any time, the Receiving Party immediately shall return all Confidential Information of the Disclosing Party within the possession or control of the Receiving Party. In the event that any Confidential Information is contained in analyses, compilations, studies or other documents prepared by the Receiving Party or its contractors, other than Confidential Information which the Receiving Party has been given permission to de-identify or permission to continue to use, the Receiving Party agrees to promptly destroy, and to instruct its Authorized Representatives to destroy, all such items and certify to the Disclosing Party that such destruction has occurred. A Receiving Party and its Authorized Representatives shall be permitted to retain a single set of Confidential Information of the Disclosing Party for the archival purposes of the Receiving Party or as otherwise required by applicable Laws and Regulations.

5.6 Intellectual Property Rights. Administrator and United each own and shall remain the sole and exclusive owner of all right, title and interest in and to its Marks and Content, together with all Intellectual Property Rights in and derivative works of the Marks and Content. Each Party hereby grants the other Party a non-exclusive, nontransferable, nonsublicensible, royalty-free right and license to use its Marks and Content in furtherance of this Agreement and as otherwise may be agreed in writing in advance by the Parties. Notwithstanding the foregoing, neither Party is granted any right or license to, and shall not be permitted to use, the other Party's Marks or Content in any manner or for any purpose except as pre-approved in writing. The Parties shall jointly agree on the use of the other's Marks or words or phrases identifying the other Party in any promotional or other materials, any advertisements identifying the other Party, and in connection with United identifying the Benefit Plans, or in any public announcement or press release, including joint agreement as to the timing and content of any public release.

6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Each Party (the "Indemnifying Party") shall be solely financially responsible for, and shall defend, indemnify and hold harmless the other Party, its Affiliates and their respective owners, subsidiaries, directors, officers, employees, representatives, agents, successors, successors-in-interest and assigns (collectively, the "Indemnified Party") from and against any and all Claims made by a third party against an Indemnified Party arising or resulting from, or to the extent

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attributable to, any of the following: (i) any breach or material inaccuracy in the representations or warranties furnished by the Indemnifying Party in this Agreement; (ii) any material failure or inability of the Indemnifying Party (or of its personnel or contractors) to perform or abide by any of the covenants, obligations, duties or responsibilities imposed upon the Indemnifying Party under this Agreement; (iii) any negligence or intentional misconduct (including fraud) of the Indemnifying Party or its personnel or contractors occurring during or in connection with this Agreement or applicable Laws and Regulations; (iv) the violation by the Indemnifying Party of any Laws and Regulations applicable to its business or its performance under this Agreement, except to the extent that such violation results from the performance or nonperformance of the Indemnified Party's obligations under this Agreement or the actions or omissions of the Indemnified Party's personnel or contractors in connection with the Indemnified Party's performance of this Agreement; or (v) the infringement, misappropriation or violation of the Intellectual Property rights, contract rights or tort rights of the Indemnified Party. The Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses, Judgments or Expenses incurred or sustained by the Indemnified Party as a result of any Claims of the types described in the foregoing clauses of this Section 6.1.

6.2 Procedure for Handling Third Party Claims. Each Party shall provide prompt written notice to the other Party upon learning of any occurrence or event that may result in an obligation of the other Party under Section 6.1, provided that the omission by a Party to give notice of a claim as provided in this Section 6.2 shall not relieve the other Party of its obligations under Section 6.1 except to the extent that (i) the omission results in a failure of actual notice to the other Party and (ii) the other Party suffers damages as a result of the failure to give notice of the claim.

6.3 Definitions. For purposes of this Section 6, the following terms shall have the following meanings:

(a) "Claims" shall mean and refer to any and all claims, legal or equitable causes of action, suits, litigation, proceedings (including a regulatory or administrative proceedings), grievances, complaints, demands, charges, investigations, audits, arbitrations, mediation or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought (collectively, "Claims")

(b) "Expenses" shall mean and refer to any and all costs, expenses and fees, including costs of settlement, attorneys' fees, accounting fees, and expert costs and fees incurred in connection with Claims which are the subject of indemnification or reimbursement under this Agreement or Losses or Judgments arising from such Claims.

(c) "Judgments" shall mean and refer to any judgments, writs, orders, injunctions or other orders for equitable relief, awards or decrees of or by any court, judge, justice or magistrate, including any bankruptcy court or judge and any order of or by any Governmental Authority.

(d) "Losses" shall mean and refer to any losses, damages of any kind or nature, assessments, fines, penalties, deficiencies, interest, payments, expenses, costs, debts, obligations, liabilities, liens or Judgments which are sustained, incurred or accrued.

6.4 Insurance Requirements. The Parties each covenant to the other that it shall maintain, during the Term and for a reasonable period of time thereafter, reasonable and customary insurance (whether through third party carriers or self-insured arrangements or retentions), as to type, policy limits and other coverage terms, to cover the risks of loss faced by companies of similar size, industry and business operations as those of such Party. Furthermore, each Party agrees to maintain all insurance coverage, bonds, security and financial assurances as from time to time may be required by applicable

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Laws and Regulations. Administrator represents and warrants that all Authorized Subcontracts shall require the subcontractor to maintain adequate and customary insurance.

7. NOTICES

Any and all notices, requests, consents, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered, if sent by United States registered or certified mail (return receipt requested), (ii) when delivered, if delivered personally by commercial courier, or (iii) on the second following business day, if sent by United States Express Mail, Federal Express, DHL or other commercial overnight courier, in each case to the Parties at the following addresses or facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by like notice) with applicable postage or delivery charges prepaid:

If to Administrator:

Optum Rx, Inc.
1600 McConnor Parkway, 6th Floor
Schaumburg, IL 60173-6801
Attn: Chief Executive Officer

Copy to:

OptumRx, Inc.
1600 McConnor Parkway, 6th Floor
Schaumburg, IL 60173-6801
Attn: General Counsel

If to United:

United HealthCare Services, Inc.
c/o United Healthcare Community & State
9701 Data Park Drive
MN006-W1000
Minnetonka, Minnesota 55343
Attn: Chief Executive Officer

Copy to:

United HealthCare Services, Inc.
c/o United HealthCare Community & State
9701 Data Park Drive
MN 006 W1000
Minnetonka, Minnesota 55343
Attn: General Counsel

8. GENERAL PROVISIONS

8.1 Integrated Agreement. This Agreement, together with all Exhibits attached hereto and referenced herein, shall constitute the final written integrated expression of all of the negotiations, understandings and agreements between Administrator and United with respect to the subjects addressed herein. This Agreement supersedes all prior or contemporaneous, written or oral, memoranda,

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arrangements, contracts or understandings between the Parties relating to the subjects addressed herein. Any representations, promises, warranties or statements made by any Person which differ in any way from the terms of this Agreement shall be given no force or effect.

8.2 Amendments; Waivers. Except as otherwise expressly provided in this Agreement, changes or modifications to this Agreement may not be made orally, but only by a dated, written instrument executed by Administrator and United or by the Party against whom enforcement is sought. Unless otherwise expressly provided in this Agreement, a delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof. No waiver of any breach of any provision of this Agreement shall be effective unless evidenced by a dated written instrument executed by the Party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, irrespective of how many times such waiver has been given. If, notwithstanding the terms of Section 4.1(a), any Governmental Authority or applicable Laws and Regulations require that the terms of this Agreement be amended to include specific terms or amend existing terms, the Parties shall meet and, within sixty (60) days, or such lesser period of time as required by a Governmental Authority or applicable Laws and Regulations, mutually agree on a written amendment to the terms of this Agreement. In the event that the Parties are unable to agreed on the terms of such amendment within such sixty (60) day or shorter period, either Party shall have the right to terminate this Agreement pursuant to Section 2.2(d). The Parties acknowledge and agree that if any change, modification or amendment of this Agreement applies to United Healthcare Insurance Company listed on **Exhibit B** attached hereto, the Parties will obtain, in accordance with applicable Laws and Regulations, the Connecticut Insurance Department's prior consent to such change, modification of amendment. The Parties further acknowledge and agree that any amendment to or assignment of this Agreement that relates to AmeriChoice of New Jersey, Inc. as listed on **Exhibit B** attached hereto is subject to prior approval by the New Jersey Department of Banking and Insurance. The Parties agree to provide the New Jersey Department of Banking and Insurance with thirty (30) days prior written notice of any such amendments or assignments.

8.3 Severability. In the event that any provision in this Agreement shall be found by a Governmental Authority, court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, if, in such case, the remaining unaffected provisions of this Agreement are inadequate to permit each Party to realize the material benefits for which such Party has bargained hereunder, then, before this Agreement may be terminated as provided in Section 2.2(d) above, the Parties shall, in good faith, negotiate for a reasonable period of time (which shall be no less than thirty (30) days) mutually acceptable substitute provisions which are valid, legal and enforceable and which most nearly provide for the realization of the material benefits sought to be accomplished by the provision or provisions held to have been illegal, invalid or unenforceable.

8.4 Assignment. Assignment of this Agreement may be made as follows:

(a) United Assignment. United may assign all or any part of its rights and responsibilities under this Agreement to any Affiliate, without Administrator's consent, so long as United remains obligated under the terms of this Agreement. Any Affiliate may assign all or any part of its rights and responsibilities under this Agreement to United or any other Affiliate, without Administrator's consent, so long as United remains obligated under the terms of this Agreement. United may, at its option, from time to time, make a partial assignment of its rights and responsibilities under this Agreement to an Affiliate, and may make such a partial assignment effective after the Affiliate is no

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longer an Affiliate of United ("United Assignee") provided, that: (i) United guarantees performance by the United Assignee; or (ii) Administrator consents to the assignment (without United's guarantee) to the United Assignee, which consent shall not be unreasonably withheld. If Administrator consents to the assignment as described in clause (ii) above, such assignment shall constitute a novation, and United's assigned obligations and responsibilities under this Agreement shall be fully discharged and extinguished.

(b) Administrator Assignment. Administrator may assign all or any part of its rights and responsibilities under this Agreement to any Affiliate, without United's consent, so long as Administrator remains obligated under the terms of this Agreement and has used best efforts to provide United with 30 days prior notice of such assignment. Administrator may, at its option, from time to time, make a partial assignment of its rights and responsibilities under this Agreement to an Affiliate, and may make such a partial assignment effective after the Affiliate is no longer an Affiliate of Administrator ("Administrator Assignee") provided, that: (i) Administrator guarantees performance by the Administrator Assignee; or (ii) United consents to the assignment (without Administrator's guarantee) to the Administrator Assignee, which consent shall not be unreasonably withheld. If United consents to the assignment as described in clause (ii) above, such assignment shall constitute a novation, and Administrator's assigned obligations and responsibilities under this Agreement shall be fully discharged and extinguished.

(c) Other Assignment. Other than an assignment permitted by Sections 8.4(a) or (b) above, United and Administrator agree that they shall not assign any of the rights and responsibilities under this Agreement without the prior written consent of the other Party. In addition, each Party acknowledges and agrees that, as required by applicable Laws and Regulations, it may not assign all or any part of its rights and responsibilities under this Agreement without the Connecticut Insurance Department's consent.

8.5 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed, interpreted and enforced in accordance with, and governed by, the laws of and the State of Minnesota (without regard to principles of conflicts of law) and, when applicable, this Agreement shall be interpreted and enforced to give full effect to the applicable Laws and Regulations which govern this Agreement and the Parties' responsibilities hereunder.

8.6 Joint Preparation; No Third Party Beneficiaries. This Agreement has been drafted with the joint participation of each of the Parties and shall be construed to be neither against nor in favor of either Party, but rather in accordance with the fair meaning hereof. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any Person who is not a Party to this Agreement.

8.7 Force Majeure. Neither Party shall be liable to the other for any breach of this Agreement resulting from any failure to perform if such performance is delayed or prevented by any event of force majeure such as flood, earthquake, tornado, terrorist attack, act of war, civil disturbance, civil insurrection, severe weather or other act of God, fire or explosion, strike, lockout, boycott, picketing, labor dispute or disturbance, order or act of any Governmental Authority, or any cause beyond the reasonable control of the non-performing Party, provided that such delay or non-performance (i) was not caused by the fault or negligence of the delayed or non-performing Party, (ii) could not have been prevented by reasonable precautions taken by the delayed or non-performing Party and (iii) cannot reasonably be circumvented by the delayed or non-performing Party through the use of reasonable alternate resources, work-around plans or other means (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party whose performance is delayed or impaired by the Force Majeure Event shall immediately notify the other Party of the occurrence of a Force Majeure Event and describe in reasonable detail the manner in which such Party's performance of this Agreement has been

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impaired and the expected length of such impairment. The Party affected by a Force Majeure Event shall be excused from the performance of those obligations under this Agreement that have been identified in such notice for as long as (a) such Force Majeure Event continues and (b) such delayed or non-performing Party continues to use best efforts to resume performance whenever and to whatever extent possible without delay; provided, however, that, if a Force Majeure Event prevents a Party from substantially performing its obligations under this Agreement for more than sixty (60) days, then at any time prior to reinstatement of such performance, the other Party may terminate this Agreement upon the giving of written notice thereof to the non-performing Party.

8.8 Independent Contractors. The Parties and their respective personnel are and shall continue to be independent contractors with respect to each other. Each Party and its personnel and contractors shall not, by virtue of any provision of this Agreement, become, and under no circumstances shall be construed as being, an employee, agent, joint venturer, partner of the other Party or standing in any relationship with respect to the other Party that would impose liability on the other Party for the actions or omissions of such Party or its personnel or contractors.

8.9 Warranty of Authority. Each Party represents, warrants and covenants to the other Party that the individual executing this Agreement on behalf of such Party has the right, power and authority to enter into this Agreement on behalf of such Party and has been duly authorized to do so by all necessary corporate action; and when this Agreement is executed by such individual, it shall create a valid and binding obligation of such Party, enforceable in accordance with the terms herein.

8.10 Execution. This Agreement may be executed in two or more counterparts and, as so executed, shall constitute one and the same agreement binding on both Parties. In addition, for purposes of executing this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine shall be treated as an original document. The signature of any Party thereon, for purposes hereof, shall be considered as an original signature, and the document transmitted shall be considered to have the same binding effect as an original signature on an original document. At the request of either Party, any facsimile document shall be re-executed in original form by the Party who executed the facsimile document. No Party may raise the use of a facsimile machine or telecopier machine as a defense to the enforcement of this Agreement.

8.11 Survival. The covenants, conditions and other terms of Sections 4.3, 4.7, 5 and 6 shall survive the expiration or termination of this Agreement for any reason whatsoever. Specifically, the terms of Section 5 shall survive until: (i) in the case of Section 5.1, the expiration of the period in which any Governmental Authority may audit such data; (ii) in the case of Sections 5.2 through 5.5, so long as such information satisfies the definition of Confidential Information or such Data is proprietary to either Party or its successors, successors-in-interest or assigns; or (iii) in the case of Section 5.6 indefinitely.

8.12 Tax. Any transfer, consumption, sales, use or other tax levied on the transfer of items dispensed or on any of the services provided under this Agreement, will be the responsibility of United.

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IN WITNESS WHEREOF, Administrator and United have executed this Agreement effective the date first written above.

UNITED:

United HealthCare Services, Inc.,
a Minnesota corporation

By: DocuSigned by: Lisa Iverson 0D59087544FE44A...

_____P

rint Name: Lisa Iverson

Title: UHCCS CFO

ADMINISTRATOR:

OptumRx, Inc.,
a California corporation

By: DocuSigned by: Jeffrey Grosklags 13B02EB7E323416...

_____P

rint Name: Jeffrey Grosklags

Title: CFO

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EXHIBIT A

SCHEDULE OF DEFINITIONS

The capitalized terms used in this Agreement and in any Exhibits or Schedules attached hereto shall have the meanings ascribed to them below or in sections referenced in this Agreement:

"Actual Prescription Drug Reimbursement" shall mean the reimbursement, remuneration, compensation or other payment paid by Administrator to a Network Pharmacy or other health care provider for the provision of Covered Prescription Services, in accordance with applicable Laws and Regulations.

"Administrator Data" shall mean and include (i) all data and information submitted or transmitted to United by Administrator regarding Administrator or its formulary advisory committee, Administrator's formularies or Network Pharmacies, (ii) all data, records and information generated by Administrator regarding the business and operations of Administrator, (iii) all information pertaining to any programs, services or products marketed or offered by Administrator or any of its clients, (iv) any and all Administrator Content, (v) any trade secrets or secret business processes or methods of Administrator, (vi) Administrator's software and any tangible or readable embodiments of such software, and (vii) in the case of any of the matters referenced in any of the foregoing clauses (i) through (vi), data, records or information occurring in any form whatsoever, including, but not limited to, written, graphic, electronic, visual or fixed in any tangible medium of expression and whether developed, generated, stored, possessed or used by Administrator, United or a third party. Administrator Data shall NOT include any data or information that relates exclusively to (1) United or its business, operations or activities and/or (2) any other client or contractor of United or such client's or contractor's business, operations or activities.

"Affiliate" shall mean with respect to any Person or entity, any other Person or entity which directly or indirectly controls, is controlled by or is under common control with such Person or entity.

"Average Wholesale Price" or "AWP" shall mean and refer to the average wholesale price of a Covered Prescription Service based on pricing files received by Administrator from Medi-Span as updated at least every seven (7) days.

"Benefit Plan" shall mean and refer to certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which United is obligated to provide coverage of certain prescription drug benefits, and shall include, without limitation, any deductible or coverage gap provided for under such coverage. The term Benefit Plan shall include, without limitation, Medicaid managed care plans.

"Brand" shall mean and refer to a drug marketed under a proprietary, trademark-protected name.

"Change of Control" means either (i) a change of greater than fifty percent (50%) of the ownership of a Person, whether accomplished, in one or a series of related transactions or events, by a sale, assignment, transfer or other disposition of capital stock or other voting ownership interests, a sale of assets, merger, reorganization, recapitalization or any similar or related transaction or by operation of law, or (ii) a change in the power to elect a majority of the board of directors or similar body governing the business and affairs of such Person.

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"Claims Processor" shall mean and refer to Administrator or a third party claims processor with which Administrator may contract, which, in either case, will provide claims adjudication, processing and/or payment of Prescription Claims, eligibility verification of Members (from eligibility data supplied by United or its designee) and/or other administrative and reporting services for United in connection with the administration of the Benefit Plans.

"Clean Claim" shall mean a Prescription Claim, prepared in accordance with the standard format promulgated by the National Counsel for Prescription Drug Programs ("NCPDP"), that contains all of the information necessary for processing.

"Content" shall mean and refer to any text, graphics, photographs, video, audio and/or other data or information, including any advertisements which are used by the applicable Party, or in the case of United by its clients or vendors, in its business, operations or in connection with the offering of its products, services, programs or plans.

"Cost-Sharing" or "Cost-Sharing Amounts" shall mean those coinsurance, copays, or other cost sharing amounts that may be collected by Network Pharmacies from a Member for Covered Prescription Services in accordance with the terms and conditions of the Member's Benefit Plan.

"Covered Prescription Services" shall mean those Prescription Drugs and other pharmaceutical products, services and supplies dispensed by a pharmacy to a Member for which coverage is provided pursuant to the terms and conditions of their Benefit Plan.

"Drug Manufacturer" shall mean and refer to a Person that manufactures, sells, markets and/or distributes Prescription Drugs to pharmacies and other Persons that sell or dispense such drugs to the consuming public.

"FDA" shall mean and refer to the United States Food and Drug Administration or any successor Governmental Authority.

"Formulary(ies)" shall mean and refer to the entire list of Prescription Drugs covered by the applicable Benefit Plan, as developed, reviewed and approved by United's or its delegate's Pharmacy Management Committee (the "Pharmacy Management Committee") from time to time, unless such Prescription Drug is stipulated or required by any state Laws and Regulation.

"Generic" shall mean and refer to a Prescription Drug, whether identified by its chemical, proprietary or non-proprietary name, which is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient.

"**GLB**" means the Financial Modernization Act of 1999 also known as the Gramm-Leach-Bliley Act (codified at 15 USC § 6801 *et seq*.), together with any rules and regulations from time to time promulgated thereunder, as may be amended, modified, revised or replaced or interpreted by any Governmental Authority or court.

"Governmental Authority" means the Federal government, any state, county, municipal, local or foreign government or any governmental department, political subdivision, agency, bureau, commission, authority, body or instrumentality or court, including, but not limited to, HHS, Centers for Medicare & Medicaid Services, the Connecticut Department of Insurance, and any department, division, agency or commissioner that regulates the activities or operations of United or Administrator.

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"HHS" means the United States Department of Health and Human Services or any successor Governmental Authority.

"HIPAA" shall mean and refer to the Health Insurance Portability and Accountability Act of 1996, as amended by The American Recovery and Reinvestment Act of 2009 ("ARRA") and the rules and regulations adopted by HHS pursuant to HIPAA and ARRA, including the Standard for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR parts 160 and 164 (subparts A, C, and E) as each may be amended, modified, revised or replaced or interpreted by any Governmental Authority or court.

"HIPAA Standard Transactions" shall mean and refer to standard transactions, effective as of August 16, 2003, that have been established pursuant to the HIPAA Electronic Transactions and Code Set Standards, 45 CFR Parts 160 and 162, as amended, modified, revised or replaced or interpreted by any Governmental Authority or court.

"Home Infusion Pharmacy" means a pharmacy which is duly licensed to compound, dispense and deliver to patients and which may employ (or contract with a Medicare certified home health agency to provide) one or more registered nurses, licensed vocational nurses, certified therapists and or other health care professionals who are duly licensed and qualified to administer and teach patients how to self-administer injectable products.

"Intellectual Property" or **"Intellectual Property Rights"** shall mean and refer to any patent, invention, discovery, know-how, moral, technology, software, copyright, authorship, trade secret, trademark, trade dress, service mark, confidentiality, proprietary, privacy, intellectual property or similar rights (including rights in applications, registrations, filings and renewals thereof) which are now or hereafter protected or legally enforceable under state or Federal common laws or statutory laws or under laws of foreign jurisdictions.

"I/T/U Pharmacy" shall mean and refer to a pharmacy operated by the Indian Health Service, an "Indian tribe" or "tribal organization" or an "urban Indian organization," each of which are defined in Section 4 of the Indian Health Care Improvement Act at 25 USC 1603.

"Laws and Regulations" shall mean and refer to any and all common law and any and all state, Federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, standards, directives, guidelines, instructions, bulletins, policies or requirements enacted, adopted, promulgated, applied, followed or imposed by any Governmental Authority or court, including, but not limited to HIPAA, laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to, applicable provisions of federal criminal law, the False Claims Act, and the anti-kickback statute, as any of the preceding Laws and Regulations from time to time may be amended, modified, revised or replaced or interpreted by any Governmental Authority or court.

"Long-Term Care Facility" means a skilled nursing facility as defined in Section 1819(a) of the Social Security Act, as amended, or a medical institution or nursing facility for which payment is made for an institutionalized individual under Section 1902(q)(1)(B) of the Social Security Act.

"Long-Term Care Pharmacy" means a pharmacy which is duly licensed to operate a pharmacy at the respective locations of their facilities and duly licensed to provide Prescription Drugs to Long-Term Care Facility residents.

"MAC" or "MAC List(s)" shall mean and refer to Administrator's Maximum Allowable Cost List(s) of Generic drugs that will be reimbursed to Network Pharmacies at the compensation levels

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established by Administrator. United acknowledges that Administrator has established more than one MAC for use with the Services rendered to United and such MAC List(s) are subject to periodic review and modification by Administrator. Administrator shall provide the MAC List to United on a quarterly basis and shall provide notice to United of any changes to the medications on the MAC List selected by United.

"Mail Order Pharmacy" shall mean and refer to a facility which is duly licensed to operate as a pharmacy at its location and duly licensed to dispense Prescription Drugs via postal or commercial courier delivery to individuals, including the Members, wherever they may reside. Mail Order Pharmacy includes those pharmacies which are owned or operated by Administrator.

"Marks" shall mean and refer to any service marks, trademarks, trade names, domain names, URLs, logos, icons, slogans, words or phrases and advertising (including text, graphic or audiovisual features of icons, banners or frames) which bear the name or identification of the applicable Party, or in the case of United of its clients or vendors, or any other party that has licensed to United their Mark, as defined above, or such Party's, client's, vendor's or licensor's products, services, programs or plans.

"Material New Obligation" shall mean any service, activity or task which Administrator is requested or required to perform under this Agreement by United or a Governmental Authority which results or is reasonably likely to result in Administrator incurring incremental cost or expense not otherwise anticipated for the Services rendered under this Agreement, which out-of-pocket expenses are not otherwise reimbursable by United; provided, however, that for the purposes of this Agreement, a New Material Obligation shall NOT arise from or be attributable to any service, task, activity or other obligation required to by Administrator or any subcontractor of Administrator (including, but not limited to, a Network Pharmacy) to bring the Services into compliance with: (i) any Laws and Regulations adopted or in effect on the Commencement Date as written as of the Commencement Date (including, but not limited to, HIPAA or other Laws and Regulations governing the privacy, security, safeguarding, accuracy, completeness, transmission or use of medical, personal, consumer or financial information of Members); (ii) any Laws and Regulations adopted following the Commencement Date or interpretations of existing Laws and Regulations adopted following the Commencement Date which relate to the conduct of Administrator's operations as a pharmacy benefit manager other than Laws and Regulations which are imposed on the Benefit Plans, as the case may be; or (iii) any other term, provision or condition set forth in this Agreement (including in its Exhibits or Attachments), the Business Associate Addendum or any Service Level Standards as contemplated as of the Commencement Date.

"Member" means and refer to an eligible individual legitimately enrolled in a Benefit Plan.

"National Average Drug Acquisition Cost" or **"NADAC"** shall mean and refer to the national average drug acquisition cost of a Covered Prescription Service based upon pricing files received by Administrator from Medi-Span (or any other nationally recognized pricing source as determined by Administrator) as updated at least every seven (7) days. NADAC pricing will only be utilized when required by applicable Laws and Regulations.

"NDC" shall mean and refer to the National Drug Code which is the identifying Prescription Drug number maintained by the U.S. Food and Drug Administration.

"Network Pharmacy(ies)" shall mean and refer to those retail pharmacies, Mail Order Pharmacies, Long-Term Care Pharmacies, Home Infusion Pharmacies, I/T/U Pharmacies, and any other pharmacies which are duly licensed to operate a pharmacy at the respective locations of their facilities and which have entered into a Network Pharmacy Agreement to, among other things, dispense or, if

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applicable, administer Covered Prescription Services and provide other related services to Members. Administrator, in its capacity as a Mail Order Pharmacy is a Network Pharmacy of United.

"Network Pharmacy Agreement(s)" shall mean and refer to those Prescription Drug Services Agreements from time to time entered into between a Network Pharmacy and Administrator or United for, among other things, the provision of Covered Prescription Services and related services to Members.

"Person" shall mean and refer to any individual, trustee, corporation, general or limited partnership, limited liability company or partnership, joint venture, joint stock company, bank, firm, Governmental Authority, trust, association, organization or unincorporated entity of any kind.

"Pharmacy Plan Specifications" shall mean and refer to those written descriptions of the Benefit Plans consistent with applicable Laws and Regulations. Such descriptions shall include, without limitation, Member eligibility and identification requirements, benefit definitions, the Formularies, applicable Cost-Sharing Amounts, number of days supply for acute and maintenance medications, dispensing and other limitations, manuals and other information regarding the Benefit Plans which are necessary for Administrator to carry out its obligations under this Agreement.

"PHI" or "Protected Health Information," shall have the meaning ascribed to it at 45 CFR §164.501 as such section from time to time may be amended, modified, revised or replaced or interpreted by any Governmental Authority or court.

"Prescription Claim" shall mean and refer to a single request for payment for, or a bill or invoice relating to, Covered Prescription Services which is made or submitted by a Network Pharmacy, other health care provider or Member (if applicable), whether such request, bill or invoice is paid or denied.

"Prescription Drug" shall mean and refer to any single or multi-source Generic or Brand name medication, drug product, pharmaceutical, drug therapy or drug supply which is approved by the FDA and which is required by Federal and/or state law to be dispensed pursuant to a written or oral order directed by an appropriately licensed and qualified health care provider.

"Prescription Drug Compensation" shall mean the reimbursement, remuneration, compensation, or other payment paid by United to Administrator for the provision of Covered Prescription Services to a Member.

"Rebates" means any discounts, direct or indirect subsidies, rebates, other price concessions, and/or direct or indirect remunerations that Administrator receives as a result of a Rebate Agreement.

"Rebate Agreement(s)" shall mean and refer to an agreement, other than a purchase agreement, entered into by Administrator and a Drug Manufacturer on behalf of its clients (including United), pursuant to which a Drug Manufacturer offers Administrator discounts, direct or indirect subsidies, rebates, other price concessions, direct or indirect remunerations or reimbursements based upon the projected or actual utilization of such Drug Manufacturer's Prescription Drugs by members of prescription drug benefit plans that are clients of Administrator (including United).

"Service Level Standards" shall mean and refer to the service level standards attached hereto as **Exhibit G**, which from time to time may be changed, amended, updated or revised by mutual agreement of the Parties.

"Services" shall have the meaning ascribed to such term in Section 1.3(a).

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"State Contract(s)" shall mean and refer to the contract or contract addendum entered into by the applicable State agency with United or a United Affiliate pursuant to which United is permitted to offer Medicaid managed care plans to Members.

"United Data" shall mean and include (i) all data and information submitted or transmitted to Administrator by United, including information relative to the Benefit Plans, Pharmacy Plan Specifications, Formularies, Members and United's other programs, services, products and plans, (ii) any data and information submitted or transmitted to Administrator by a Governmental Authority or a third party in respect to United or the Benefit Plans, (iii) all data, records and information generated by Administrator as a result of, and which are related to, the performance of the Services for United or carrying out Administrator's obligations under this Agreement, exclusive of information or documentation generated or created by Administrator for use in Administrator's business generally or for use with multiple clients, (iv) lists and contact information for Members or prospective members, (v) all data, records and information generated by Administrator about the businesses or operations of United, (vi) all information pertaining to the Benefit Plans, (vii) United's software and any tangible or readable embodiments of such software, (vii) all information pertaining to United's clients and vendors; and (viii) in the case of any of the matters referenced in any of the foregoing clauses (i) through (vii), data, records or information occurring in any form whatsoever, including, but not limited to, written, graphic, electronic, visual or fixed in any tangible medium of expression and whether developed, generated, stored, possessed or used by United, Administrator or a third party. United Data shall NOT include any data or information that relates exclusively to (1) Administrator or its business, operations or activities and/or (2) any other client or contractor of Administrator or such client's or contractor's business, operations or activities.

"Usual and Customary Charge" shall mean the price, including all applicable customer discounts, such as special customer, senior citizen and frequent shopper discounts, that a cash paying customer pays a pharmacy for Prescription Drugs.

"Wholesale Acquisition Cost" or "WAC" means the distributor list price for a Prescription Drug as published in Medi-Span or such other nationally recognized pricing source selected by Administrator as updated every seven (7) days.

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EXHIBIT B

UNITED'S AFFILIATED HEALTH PLANS AND THE GOVERNMENT PROGRAMS THEY ADMINISTER

United Affiliates	
Health Plan	**Government Program Administered**
UnitedHealthcare of Pennsylvania, Inc.	Medicaid, CHIP (Pennsylvania)*
UnitedHealthcare Community Plan of Ohio, Inc.[1]	Medicaid (Ohio)
UnitedHealthcare of the Mid-Atlantic, Inc.	Medicaid (Maryland)*
UnitedHealthcare of New York, Inc.[2]	Medicaid, CHIP (New York)*
UnitedHealthcare Plan of the River Valley, Inc.*	Medicaid (Iowa), CHIP (Iowa)
UnitedHealthcare of Florida, Inc.	Medicaid, CHIP , MLTC (Florida)
UnitedHealthcare of New England, Inc.	Medicaid (Rhode Island)
UnitedHealthcare of the Midlands, Inc.	Medicaid (Nebraska)
Arizona Physicians IPA, Inc.	Medicaid, CHIP, DD, CRS, MLTC (Arizona)
UnitedHealthcare Insurance Company*	Medicaid (Hawaii) Fully Integrated Medicare/Medicaid (Massachusetts) – Senior Care Options (SCO) – Medicaid Medicaid, LTC, Star Kids (Texas)
UnitedHealthcare of New Mexico, Inc.	Medicaid, CHIP, LTC (New Mexico)
UnitedHealthcare Community Plan, Inc.[3]	Medicaid, CHIP (Michigan)
UnitedHealthcare of Mississippi, Inc.	Medicaid (a/k/a CAN), CHIP (Mississippi)

[1] This company was formerly known as Unison Health Plan of Ohio, Inc. until it changed its name effective April 1, 2011.

[2] As required by New York law, United and Administrator may enter into (i) an Independent Practice Association Agreement, and (ii) a Management Agreement, each of even date herewith, setting forth the prescription drug benefit administration services to be provided by Administrator to United Healthcare of New York, Inc.

[3] This company was formerly known as Great Lakes Health Plan, Inc. until it changed its name effective January 1, 2012.

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United Affiliates	
Health Plan	**Government Program Administered**
AmeriChoice of New Jersey, Inc.	Medicaid, CHIP, MLTC (New Jersey)
UnitedHealthcare Community Plan of Texas, LLC	Medicaid, CHIP (Texas)
UnitedHealthcare of Washington, Inc.	Medicaid, CHIP (Washington)
UnitedHealthcare of the Midwest, Inc.	Medicaid (KanCare), CHIP (Kansas)
UnitedHealthcare Community Plan of California, Inc.	Medicaid/Medi-Cal (California)
Unison Health Plan of Delaware, Inc.	Medicaid, LTC (Delaware)
UnitedHealthcare of Louisiana, Inc.	Medicaid, CHIP (Louisiana)

* Note that some of these plans (as indicated by an asterisk) offer managed care products (i.e. non-government sponsored products) that are in addition to UnitedHealthcare Community & State f/k/a AmeriChoice products covered by this Agreement. Products offered by those plans that are not Community & State products are not subject to the terms and conditions of this Agreement.

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EXHIBIT C

PRESCRIPTION DRUG BENEFIT SERVICES

Subject to the foregoing terms and conditions of this Agreement, Administrator shall perform the Services set forth in this **Exhibit C** during the Term and, if applicable, during any Transition Services Period or Phase-Out Period. In addition, United shall perform or abide by any obligations applicable to it in respect to Administrator's performance of the Services as particularly described in the Agreement and this **Exhibit C**.

1. GENERAL ADMINISTRATIVE SUPPORT.

1.1 General Support. Administrator shall, in accordance with all applicable Laws and Regulations, provide administrative, management, consultative and general support services to United in conjunction with the administration and operation of the Benefit Plans as set forth in this **Exhibit C**. In addition to the specific Services addressed in this **Exhibit C**, Administrator shall perform any and all duties incident thereto which may be necessary or appropriate to fully carry out the Services and the administration of the Benefit Plans in accordance with the Pharmacy Plan Specifications, this **Exhibit C** and the Agreement. Administrator shall administer and support the Benefit Plans in accordance with the most current benefit plan information, policies, procedures and authorization guidelines that United has furnished to Administrator.

1.2 Special Projects. Upon the written request of United, Administrator shall provide mutually agreed upon special project services to United. United shall compensate Administrator for the performance of special project services at the rates mutually agreed to by the Parties in writing on a project-by-project basis.

1.3 Reporting. In addition to the data collection and reporting services described elsewhere in the Agreement, Administrator shall provide United with its standard reporting package and reports and all reports specified on **Exhibit H**.

1.4 Electronic Prescribing Program. Administrator, at its sole expense, shall assist United with implementing an electronic prescribing program that supports electronic prescribing with pharmacies and other authorized health care professionals.

2. UNITED OBLIGATIONS.

2.1 Responsibility for Benefit Plans. Notwithstanding the Services to be performed by Administrator pursuant to this Agreement, United shall be ultimately responsible for the administration, management and operation of the Benefit Plans. United shall retain complete and exclusive discretionary authority to construe the terms of the Benefit Plans, determine eligibility thereunder, and make all decisions necessary to operate the Benefit Plans.

2.2 Benefit Plan Eligibility Data. United shall provide Administrator with electronic eligibility data in NCPDP format, or such other format that is compliant with applicable Laws and Regulations and mutually agreed to by the Parties, for all Members who are entitled to services, benefits or prescription drugs under the Benefit Plans. Administrator will load correctly formatted Member eligibility updates within one business day or full files within seventy-two (72) business hours after receipt from United. United agrees that Administrator shall be entitled to rely on the accuracy and completeness of the Member eligibility information furnished by United. United is solely responsible for any errors in eligibility data that United furnishes to Administrator until such incorrect data is corrected

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by either Administrator or United. Administrator shall correct or provide United with notice of any errors that come to Administrator's attention.

2.3 Notification of Members. United agrees to apprise Members of the type, scope, restrictions, limitations, and duration of prescription drug benefits to which its Members are entitled under the applicable Benefit Plan. In addition, United will provide and distribute, as appropriate, identification cards, a list of Network Pharmacies, mail service brochures, the Formularies, and other pharmacy benefit related materials to Members, plan providers and other appropriate parties.

2.4 Grievances and Appeals and Exception Tracking. At United's request and in accordance with applicable United policies and procedures, Administrator shall process initial benefit and coverage determinations and exception requests and shall provide support to United in connection with appeals and grievances that are processed under the Benefit Plans in accordance with the Pharmacy Plan Specifications and applicable Laws and Regulations. United and Administrator, as applicable, will track all activity pertaining to Member exception requests, coverage determination requests and appeals and grievances. Upon request, Administrator shall make available the records or data in its possession relating to such activity or requests to United or a Governmental Authority in the manner prescribed by applicable Laws and Regulations.

2.5 Pharmacy Plan Specifications. United shall provide Administrator with the technical assistance and information Administrator reasonably needs to perform the Services under this Agreement, including, without limitation, information regarding Members, the Benefit Plans, and the Pharmacy Plan Specifications. United shall provide Administrator with the Pharmacy Plan Specifications no later than ninety (90) days prior to the Commencement Date of this Agreement and the Specifications will be implemented by Administrator on or before the 90th day. United may add new Pharmacy Plan Specifications or amend, revise, or terminate existing Pharmacy Plan Specifications upon ninety (90) days prior written notice to Administrator, unless a Governmental Authority requires that such amendment, revision or termination occur in a shorter period of time. United is responsible for the accuracy, completeness and timeliness of all Benefit Plan information provided to Administrator and acknowledges Administrator's reasonable reliance thereon. United will provide Administrator with claims history files in the applicable and current United file format.

3. PHARMACY NETWORK CONTRACTING AND ADMINISTRATION.

3.1 Pharmacy Network. Administrator shall establish and maintain a network of pharmacies to service the Benefit Plans (the "Pharmacy Network") that complies with all applicable Laws and Regulations. Once a month, Administrator shall make available to United a current list or data file of Network Pharmacies participating in the Pharmacy Network. The network files shall include data elements as specified by United and shall include, where available, the Medicaid ID# of the pharmacy provider for the state in which the provider is physically located. Administrator, upon notice to United, reserves the right to add or remove Network Pharmacies from the Pharmacy Network, provided that such changes comply with the requirements of applicable Laws and Regulations. Administrator will notify United plan members at least 30 days prior to termination of utilized Network Pharmacy and include a list of alternative pharmacies in the notification. Administrator agrees that United retains the right to approve, suspend or terminate the participation of any Network Pharmacy in the Pharmacy Network. Administrator shall make reasonable efforts to accommodate United's request to add pharmacies to the Pharmacy Network. Administrator shall submit to United for approval any type of communication that Administrator intends to send to Network Pharmacies that uses or otherwise discloses any United brand and are solely related to the Services provided under this Agreement. Such communications shall be deemed approved by United if United does not provide comments or objections to Administrator within 2 business days following receipt.

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(a) Pharmacy Network Services. For purposes of establishing a Pharmacy Network, Administrator shall perform the services stated above in this Section 3.1 of this **Exhibit C** and the services stated immediately below. In the event that United requests any additional services or customized services beyond those stated below, those services will be considered a Material New Obligation and the processes set forth in Section 1.6 of this Agreement shall be followed.

- Make available national networks of retail, specialty and home infusion pharmacies.
- Negotiate and contract additional pharmacies to the networks ("GAP List"); with at least 120 day lead time. Reports to be provided monthly until thirty (30) days after the implementation. Reports will be provided based on information Administrator's the system.
- Create "In-state" network for United. Process and implement this network.
- Set up, maintain, and load one existing MAC.
- Manage MAC appeals via standard process and policy.
- Provide one pharmacy manual encompassing the broad network (i.e. N1-P for United), as part of annual process.
- Send out one new Pharmacy Notification via faxblast.
- Monitor network for pharmacy fraud, waste, and abuse via an Escalation Oversight Committee ("EOC").
- Manage relationships with specialty providers, including managing reporting and JOC process.
- Provide monthly network pharmacy listing.

3.2 Credentialing of Contracted Pharmacies. Administrator shall establish and maintain a reasonable process for the annual credentialing of Network Pharmacies that includes verification of the good standing of their licensure and the licensure of their pharmacists, adopting policies and procedures required by applicable Laws and Regulations, and adoption of policies and procedures as United may from time to time furnish to Administrator. At United's election, Administrator shall permit United to either review the credentials of Network Pharmacies or review, and/or audit Administrator's credentialing process. Administrator shall contractually require that each Network Pharmacy dispensing Covered Prescription Services to Members is duly licensed in accordance with all applicable Laws and Regulations in the state or other jurisdictions in which such Network Pharmacy furnishes Covered Prescription Services.

3.3 Mail Order Pharmacies. The Parties acknowledge and agree that Administrator shall provide Mail Order Pharmacy Services to the Benefit Plans in accordance with the Mail Order Network Agreement attached hereto as **Exhibit D**. Administrator agrees to contract with such additional Mail Order Pharmacies as required by applicable Laws and Regulations. Upon request, Administrator will make available to United mail service brochures for distribution to Members.

3.4 Network Pharmacy Agreements.

(a) Terms of Network Pharmacy Agreements. United acknowledges that Administrator has entered into Network Pharmacy Agreements to secure Network Pharmacies for participation in the Benefit Plans. Administrator shall provide any template Network Pharmacy Agreements, including any template amendments to United that will apply to or are related to United's

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Benefit Plans for United's review. Administrator shall not materially amend the terms of any of its Network Pharmacy Agreements without obtaining United's prior approval, where such amendments relate to the Benefit Plans. Administrator shall ensure that each Network Pharmacy Agreement complies with and contains any and all terms and conditions required by this Agreement and all applicable Laws and Regulations. Upon request, Administrator shall provide United with access to any Network Pharmacy Agreement that relates to the performance of this Agreement.

(b) United Contracting. Administrator acknowledges that United may contract directly with Network Pharmacies if, in its sole discretion, United decides to do so. In the event that United contracts directly with any Network Pharmacy, Administrator agrees to provide reasonable assistance and support to United as mutually agreed by the Parties in connection with such contracting process. In the event that United contracts directly with a pharmacy, the Prescription Drug Compensation payable to such pharmacy shall be excluded from any calculation of the Guarantees, as defined in **Exhibit C-1, et seq.,** as applicable.

(c) Compensation. In consideration of the Services performed by Administrator pursuant to this Agreement, United shall pay Administrator the fees, costs, expenses and reimbursements as set forth on **Exhibit C-1, et seq.**

3.5 Disputes. Administrator, upon notice to and consent of United, shall intercede on United's behalf to help resolve any dispute and/or resolve any issue regarding Prescription Drugs or services provided by Network Pharmacies to Members.

3.6 Customer Service. Administrator will maintain a call center or call centers, to provide customer service assistance for Members in connection with Administrator's Mail Order Pharmacy. United, or its designated service provider, shall maintain a call center or call centers to provide customer service assistance to Members to respond to their inquiries regarding the Benefit Plans and operational areas of the Benefit Plans. Administrator shall furnish additional customer service and help desk support for Members and Network Pharmacies as mutually agreed to by the Parties.

3.7 Desk and On-Site Audits.

(a) Pharmacy Audits. Administrator shall, as required by applicable Laws and Regulations and at its own expense, conduct real-time and retrospective desk audits and selected on-site audits of the Network Pharmacies to determine whether the Network Pharmacies are submitting appropriate billings, in compliance with Network Pharmacy Contracts, applicable Laws and Regulations and for payment by United or Members. On site audits will be conducted on no less than four percent (4%) of high volume pharmacies of the auditable base network for claims processed across the entire Administrator book of business in the prior year. For purposes of this Agreement, "high volume pharmacies" are pharmacies with at least $250,000 or greater in annual billing for the prior year. Administrator shall report the results of such audits to United. The Administrator shall provide monthly reports of all real-time and retrospective desk audit activity and recoveries in addition to a quarterly audit summary of all audit activity. The amount of all recoveries made from these activities will be paid to United or applied as a credit to invoices payable by United to Administrator. All expenses incurred in connection with audits of Network Pharmacies requested by United, not required by applicable Laws and Regulations, will be the financial responsibility of United. Any errors or overpayments detected through such an audit will be corrected and adjusted back to the proper account of United. United may request an audit of a specific Network Pharmacy, may accompany Administrator on audits, or may conduct its own audit of Network Pharmacies directly or through a third party at its own expense and upon prior notice to Administrator. Any claims requiring reprocessing due to Network Pharmacy audits conducted by a third party selected by United shall be subject to a per claim reprocessing fee as set forth on **Exhibit C-1, et**

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seq., as applicable. Network audits performed by Administrator shall be subject to the fees stated in **Exhibit C-1, et seq.**, as applicable.

(b) Pharmacy Audit Recovery Levels. Administrator shall use commercially reasonable efforts to increase its staffing and volume of real-time audits as necessary to achieve audit recovery levels equal to or in excess of the audit recovery levels achieved by United's former Pharmacy Benefit Manager ("PBM") as documented in a report provided by United to Administrator on or before the transition date.

4. CLAIMS PROCESSING SERVICES

4.1 On-Line Claims Processing System and Paper Claims. As part of the Administrator Systems, Administrator shall operate and support an on-line claims processing system that operates in real-time, effecting point-of-sale ("POS") communications with Network Pharmacies to ensure accurate and timely adjudication and payment of all Prescription Claims submitted by a Network Pharmacy on behalf of Members. Administrator shall ensure that its claims processing system shall meet or exceed the Service Level Standards set forth on **Exhibit G** and the requirements of applicable Laws and Regulations. Administrator shall establish and operate a system for processing (which may include paying, partially paying, or denying in accordance with the Network Pharmacy Agreement and applicable Laws and Regulations) paper Prescription Claims at the amounts established by the Benefit Plans and within the timeframes established by this Agreement and applicable Laws and Regulations.

4.2 Evidence of Benefit. Administrator shall, in a timely manner, provide information and data to United or its designated service provider in connection with the provision of Evidence of Benefit statements ("EOBs") to the Members.

4.3 Claims Adjudication System and Policies and Procedures. Administrator shall develop, maintain and update, as necessary, a description of the Prescription Claims adjudication system used by Administrator for the operations of the Benefit Plans Upon request, Administrator agrees to furnish or make available to United or the applicable Governmental Authority the description of its claims adjudication system and/or access to such system. Administrator shall develop, maintain and update, as necessary, other Prescription Claims adjudication and processing policies and procedures, along with complete descriptions thereof, as required for the operations of the Benefit Plans under applicable Laws and Regulations. Upon request, any such descriptions shall be made available to United or the applicable Governmental Authority.

4.4 Communications with Network Pharmacies. Administrator shall communicate with each Network Pharmacy at the POS all currently available information regarding the Benefit Plans that is reasonably required for the Network Pharmacy to determine the availability of, and to furnish, Covered Prescription Services, including, but not limited to, the applicable Pharmacy Plan Specifications, eligibility information, Covered Prescription Services on the Formularies and Cost-Sharing Amounts or formula; provided, however, that United understands and agrees that Administrator may rely on information furnished to Administrator by United.

4.5 Pharmacy Reimbursement.

(a) Payment of Prescription Claims. Administrator agrees to pay all reimbursements to Network Pharmacies on United's behalf from funds made available by United for such purpose. Administrator shall reimburse all Network Pharmacies for the provision of Covered Prescription Services the Actual Prescription Drug Reimbursement applicable to the dispensed Prescription Drug as determined by its Network Pharmacy Agreement, less any Cost-Sharing Amounts to which the Network Pharmacy is

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entitled to collect from the Member. Administrator shall reimburse Members for out-of-network claims in accordance with the Pharmacy Plan Specifications.

(b) Prompt Payment. To be eligible for payment, a Clean Claim must be submitted to Administrator within thirty (30) calendar days after the date of service of the Prescription Claim or such longer period of time as may be permitted under applicable Laws and Regulations. Administrator shall ensure that each Clean Claim that is submitted to Administrator by a Network Pharmacy shall be reimbursed within thirty (30) calendar days following Administrator's receipt of such Clean Claim, or such lesser period of time as established in the Network Pharmacy Agreement, if applicable, or by applicable Laws and Regulations. With respect to Prescription Claims that are not Clean Claims, Administrator agrees to deny such Prescription Claims at POS within sixty (60) days after request for payment or within such lesser period of time as established in the Network Pharmacy Agreement, if applicable, or by applicable Laws and Regulations and shall use reasonable efforts to advise the Network Pharmacy of the basis upon which a Prescription Claim is not eligible for payment and specify any additional information required for Administrator to pay the amount due with respect to such Prescription Claim.

(c) Manually Submitted Claims. In the case of manually submitted Prescription Claims, Administrator shall use reasonable efforts to advise the Network Pharmacy of the basis upon which a Prescription Claim is not eligible for payment and specify any additional information required for Administrator to pay the amount due with respect to such Prescription Claim.

(d) Financial Responsibility for Claims. Administrator shall not be financially responsible for paying claims submitted by Network Pharmacies or Members, except that Administrator shall be financially responsible for claim liabilities to the extent and proportion that such claims liabilities arise out of or relate to any Administrator error. Under no circumstance will Administrator hold United liable for claims liability that United has previously paid.

4.6 Permissible Charges.

(a) Network Pharmacies. Unless otherwise provided in **Exhibit C-1, et seq.,** as applicable, or agreed to United in writing for each Covered Prescription Service provided by a Network Pharmacy, Administrator shall charge United or the Member the same amount that Administrator reimburses the applicable Network Pharmacy for the provisions of the Covered Prescription Service (i.e., the amount of the Actual Prescription Drug Reimbursement shall equal the amount of the Pharmacy Drug Compensation). United acknowledges that in the states where United maintains a traditional pricing structure with Administrator, the compensation Administrator pays Network Pharmacies pursuant to Network Pharmacy Agreements may not be the same amount of Prescription Drug Compensation paid to Administrator by Client. Unless otherwise stated in **Exhibit C-1, et seq.**, or unless otherwise agreed upon by the Parties, Administrator shall charge United for the provision of Covered Prescription Services the lesser of (i) the Usual and Customary Charge; or (ii) the Prescription Drug Compensation.

(b) Out-of-Network Pharmacies or Other Providers. For each Covered Prescription Service provided by an out-of-network pharmacy or other health care provider, which does not meet the definition of Network Pharmacy, Administrator shall charge United no more than the amount that United would have paid had such pharmacy or health care provider been a Network Pharmacy, and Administrator shall have no obligation to reimburse any such pharmacy or health care provider in excess of such amount.

4.7 Claims Adjudication. Administrator, directly or through a third party Claims Processor, shall adjudicate and process Prescription Claims for Covered Prescription Services in a POS environment

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in accordance with NCPDP guidelines, standards and guidelines established by the Pharmacy Plan Specifications and applicable Laws and Regulations. Administrator shall pay, on United's behalf, only: (i) Clean Claims submitted by the Network Pharmacies in a timely manner in accordance with the Pharmacy Plan Specifications; (ii) Clean Claims submitted by out-of-network pharmacies or other health care providers which have dispensed or furnished Covered Prescription Services to Members under circumstances when applicable Laws and Regulations or the Pharmacy Plan Specifications require payment to such out-of-network pharmacies or other health care professionals; and (iii) Clean Claims in the form of properly submitted requests for reimbursements submitted by Members for Covered Prescription Services dispensed, provided or administered under the Benefit Plans. Subsections (ii) and (iii) will not be processed at POS.

4.8 Verification. Administrator or Claims Processor shall perform or arrange for the performance of the following Services upon receipt of a Prescription Claim or upon POS communication of a pending Prescription Claim: (i) verification of Member eligibility based upon the most recent electronic or written information furnished by United; (ii) verification that the Prescription Drug being dispensed is a Covered Prescription Service; (iii) verification that the Covered Prescription Service being dispensed is within the utilization management limitations established by the Pharmacy Plan Specifications, and (iv) verification that the Member has paid the appropriate Cost-Sharing Amount.

4.9 Delays. Administrator shall not be responsible for the loss, omission or delay of any Prescription Claims by a Network Pharmacy (other than Administrator's Mail Order Pharmacy), out-of-network pharmacy, or other health care professional.

4.10 Adjudication Issues. Administrator will use commercially reasonable efforts to resolve claims adjudication issues identified by United. Administrator will contact United within forty-eight (48) hours upon the identification of a new claims adjudication issue and notify United about the issue, the number of members that are impacted, the potential cost to United of the adjudication issue, proposed solution of the issue, and proposed timeline for resolution of the issue. If United disagrees with the solution or the timeframe for resolution of the issue, the Parties will work together to identify a mutually agreeable solution unless otherwise required under applicable Laws and Regulations.

5. BENEFITS ADMINISTRATION AND SUPPORT

5.1 Formularies. Administrator understands that United will adopt one or more Formularies for use with the Benefit Plans and that the Formularies, along with applicable Cost-Sharing Amounts for Prescription Drugs on the Formularies, will be submitted to applicable Governmental Authorities. While United will be the ultimate decision-maker on the design of its Formularies, including both clinical and non-clinical factors, United hereby delegates certain formulary development and management functions to Administrator as provided in this Section 5.1, and Administrator agrees to assist United with formulary development and management in the manner herein provided.

(a) Formulary Development and Management. In consultation with United's PDL Committee or other committee or individuals designated by United or state requirements where applicable, Administrator shall assist in the development and management of the Formularies and shall provide support services in connection with the Formularies as mutually agreed to by the Parties. Administrator shall administer the Formularies in accordance with the coverage terms and conditions of the applicable Benefit Plan, this Agreement and all applicable Laws and Regulations.

(b) Formulary Changes. United retains sole and complete control to (i) establish and amend the Formularies, and (ii) determine and amend all benefit structures and terms under any Benefit Plan. Following any changes or updates to the Formularies, Administrator, at United's request, shall

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provide and/or make available appropriate notifications of such Formulary changes to Members, Network Pharmacies and state pharmaceutical assistance programs as required by applicable Laws and Regulations and as mutually agreed to by the Parties. Upon request by United and at United's expense, Administrator shall provide to Members who have utilized the impacted Prescription Drug Services within the prior ninety (90) days, individual mailings of Formulary changes separate from the provision of EOBs.

5.2 Utilization Management Support.

5.2.1 Utilization Management Program Development and Support. Administrator, in consultation with United, shall develop utilization management standards and programs for the Benefit Plans, and shall coordinate and assist in the implementation of United's utilization management programs. Administrator shall assist in the development of policies, procedures, guidelines and programs which United may adopt to promote cost-effective drug utilization management and to discourage over-utilization and under-utilization of Prescription Drugs including, but not limited to Administrator's standard programs related to: (a) compliance programs designed to improve adherence/persistency with appropriate medication regimens based on mutually agreed upon strategies; (b) monitoring procedures to discourage over-utilization through multiple prescribers or multiple pharmacies; (c) quantity versus time and quantity per prescription edits; and (d) early refill edits. Upon request by United and at United's expense, Administrator shall communicate with Members regarding United's utilization program requirements through information and outreach materials, approved by United. United shall be ultimately responsible for determining which, if any, utilization management standards and programs proposed by Administrator will apply to the Benefit Plans. Upon request of United, Administrator shall communicate to the applicable Governmental Authority the utilization management standards and programs adopted by United in the manner prescribed by applicable Laws and Regulations.

5.2.2 Prior Authorization Services. Administrator will provide prior authorization services using utilization management standards and guidelines established pursuant to Section 5.2.1 above. In performing such prior authorization services, Administrator shall accept requests from providers, Members, authorized representatives, or pharmacies via telephone or fax or other mutually agreed upon technology, shall review and process such requests in accordance with these standards and guidelines.

5.2.3 State Plan Member Communications. Administrator will work with United to develop various template letters for submission and approval by State program administrators. These template letters will be used by Administrator, upon United's request, to communicate time-sensitive clinical developments to Members.

5.3 Quality Assurance Program Services. Administrator shall establish a quality assurance program for the Benefit Plans that includes quality measures and reporting systems targeted at reducing medical errors and adverse drug interactions, and shall assist in the implementation of United's quality assurance and patient safety programs. Administrator will perform activities as necessary to satisfy United's quality assurance requirements under applicable Laws and Regulations. In addition, Administrator shall develop and implement systems and/or require Network Pharmacies to implement systems to (i) ensure that counseling of Members is offered, when appropriate, (ii) identify and reduce internal medication errors, and (iii) maintain up-to-date information about Members. Upon request of United, Administrator shall communicate to the applicable Governmental Authority the quality assurance standards and programs adopted by United in the manner prescribed by applicable Laws and Regulations.

5.4 Medication Therapy Management. Administrator shall assist United in the development and operation of a Medication Therapy Management ("MTM") program for the Benefit Plans that is designed to promote improved therapeutic outcomes for targeted Members through improved medication

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use and reducing the risk of adverse events, including adverse drug interactions, to these Members. The fees for such MTM services shall be set forth in **Exhibits C-1, et seq.**, as applicable. Administrator, on behalf of United, shall coordinate and implement the MTM program in compliance with applicable Laws and Regulations. Also, upon request of United and at an additional cost, Administrator shall communicate with Members about the MTM program through information and outreach materials, approved by United.

5.5 Generic Substitutions. If neither the prescription nor applicable Laws and Regulations prohibit substitution of a Generic drug equivalent for the prescribed Prescription Drug, and, when and if required by applicable Laws and Regulations, the Network Pharmacy obtains consent from the Member and the Member's physician, if applicable, then Administrator shall require each Network Pharmacy to dispense the Generic drug substitute to the Member, pursuant to the terms of the Network Pharmacy Agreement, unless otherwise agreed to by United.

5.6 Benefit Designs. Administrator agrees, at no cost to United, to replicate United benefit designs for newly acquired Affiliates of United and new products; provided such new Affiliates or products do not require system enhancements by Administrator. If the replication of benefit designs for such new Affiliates or products requires implementation of system enhancements by Administrator, United shall reimburse Administrator for the cost of such system enhancements.

5.7 Pharmacists and other Professionals. Each Party shall identify two pharmacists employed by such Party, one pharmacist that will serve as the primary point of contact on existing and new clinical programs ("Clinical Account Manager") and one pharmacist that will serve as a back-up in the event that the Clinical Account Manager is unavailable. United may, at any time and for any reason, request a change in the pharmacist identified by Administrator as its Clinical Account Manager. The parties understand and agree that the pharmacists serving as the Clinical Account Manager and back-up for Administrator are not the only pharmacists providing services to United under this Agreement.

5.8 Preferred Alternative Table. Administrator shall develop and maintain a preferred alternative table and messaging to be used to communicate preferred alternative Covered Prescription Drugs to the Network Pharmacies when claims are submitted for Prescription Services that are not on a Plan's Formulary or covered on a non-preferred formulary tier. United shall review all point of service and preferred alternative messages developed or edited by Administrator. United, in its sole discretion, retains the right to develop point of service messaging specific to its benefit plans and to specific communication needs, for implementation by Administrator.

5.9 Drug Utilization Reports. In addition to the Utilization Management Program Development and Support to be provided pursuant to Section 5.2.1 of this **Exhibit C**, Administrator shall develop and implement retrospective and current drug utilization programs and reporting which will satisfy applicable regulatory and State Contract requirements.

5.10 Adherence and Refill Reminder Program. Administrator will provide an Adherence and Refill Reminder Program pursuant to **Exhibit K**.

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6. REBATE CONTRACTING AND ADMINISTRATION

6.1 Rebate Contracting.

(a) Administrator acknowledges that United shall have the right to contract directly with Drug Manufacturers if, in its sole discretion, United decides to do so ("United Rebate Agreements"). In the event that United contracts directly with any Drug Manufacturer, any minimum rebate guarantees set forth on **Exhibit C-1, et seq.**, as applicable, shall not apply and Administrator agrees to provide reasonable assistance and support to United as mutually agreed by the Parties in connection with such contracting process. In addition, Administrator agrees to administer, on behalf of United, the terms and conditions of the United Rebate Agreements.

(b) If United determines not to contract directly with a particular Drug Manufacturer, Administrator agrees, upon United's request that United shall be permitted to participate in Administrator's Rebate Agreements.

(c) Administrator agrees to work collaboratively with United to support Rebate contracting specific to United's needs as dictated by the Benefit Plans' unique drug coverage strategy.

6.2 Rebate Agreements.

(a) Administrator, in its sole and absolute discretion, shall enter into Rebate Agreements with Drug Manufacturers on behalf of its clients (including United when requested) that have Prescription Drugs on Administrator's or its clients' formularies. United shall only participate in Rebate Agreements with Drug Manufacturers when United satisfies the minimum contract criteria and has decided to place the Drug Manufacturer's Prescription Drug on a Formulary.

(b) Subject to applicable confidentiality obligations, Administrator shall provide United with access to the terms of applicable Rebate Agreements and complete transparency of all Rebates and administrative fees received from manufacturers by Administrator based on United Member utilization under such Rebate Agreements. In the event any Rebate Agreement contains restrictions preventing Administrator from providing United with access to such information, upon United's request, Administrator shall use commercially reasonable efforts to obtain the manufacturer's consent disclose such information as is necessary to satisfy this disclosure obligation.

6.3 Collection of Rebates.

(a) Collection and Disbursement. Administrator shall collect all Rebates which are attributable to actual or projected usage by Members during the Term of this Agreement of the Covered Prescription Services subject to those Rebate Agreements. Administrator shall be liable to United for the amounts that would have been collected from Drug Manufacturers in the event Administrator fails to invoice Drug Manufacturers for Rebates for Prescription Drug utilization attributable to Members. Such amounts shall be passed through to United or to the state Governmental Authority, as required by state contract, or applicable Law and Regulation. Administrator shall disburse, apply and allocate all estimated or actual Rebates as from time to time directed by United and, at all times, in accordance with applicable Laws and Regulations. Within thirty (30) days after each month, Administrator shall pay United all Rebate amounts actually received during such month and which are attributable to actual usage by Members. Administrator shall not be responsible for any non-payments or partial payments by Drug Manufacturers of amounts owing to United under any Rebate Agreement or for any returned or refunded overpayments due by or from United to any Drug Manufacturers; provided, however, that Administrator shall use commercially reasonable efforts to collect all Rebates to which United is contractually entitled.

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(b) Pass-Through. The Parties acknowledge and agree that Administrator shall pass through to United 100% of the Rebate revenue received by Administrator from Drug Manufacturers for Prescription Drug utilization attributable to Members.

(c) Reporting. Administrator will report on a monthly basis the Rebate revenue collected and owed by Drug Manufacturers for Prescription Drugs utilization attributed to Members under Section 6.3 of **Exhibit C**. The report shall include, by Drug Manufacturer, by rebated drug, invoiced amount, collected amount, uncollectible amount, if any, and amount pending collection for a rolling 6 month period. For example, the July 2015 report will show monthly activity from January - June 2015, and the August 2015 report will show monthly activity from February - July 2015.

6.4 Verification of Rebates. United shall only accept amounts paid under the Rebate Agreements for Prescription Drugs received by eligible and legitimate Members. United shall not falsify or distort any information furnished to Administrator concerning the eligibility of Members in an attempt to obtain Rebates to which United is not entitled. Upon request, United shall fully cooperate with the efforts of Administrator or any Drug Manufacturer to verify that all Rebates were made solely for Covered Prescription Services dispensed, provided or administered to eligible and legitimate Members.

6.5 Rebate Reports. Administrator shall provide to United, on a quarterly basis, detailed rebate reports that include per Benefit Plan at the group level, the Prescription Drug name, the Prescription Drug NDC number, manufacturer, prescription totals, total paid, Rebates invoiced, AWP of claims invoiced, WAC of claims invoiced and Rebates paid per prescription.

6.6 Purchase Discounts. Administrator, in its capacity as a Mail Order Pharmacy, purchases Prescription Drugs directly from Drug Manufacturers and receives certain discounts and purchase rebates from Drug Manufacturers in connection with such purchases (collectively, "Discounts"). United acknowledges and agrees that Administrator shall have the right to retain such Discounts and shall not pass such Discounts on to United.

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EXHIBIT C-1

UnitedHealthcare Community and State – Medicaid

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OPTUMRx®

UnitedHealthcare Community & State MEDICAID

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State plans unless such plan is identified on a separate exhibit or Pricing Summary. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State
Pricing Model: Traditional

Retail Pharmacy Broad Network

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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]
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[redacted] Pharmacy Value / Custom Network

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OPTUMRx®

UnitedHealthcare Community & State MEDICAID

Pricing Summary

OptumRx Mail Order Pharmacy

[redacted]

Rebate Management

[redacted]

OPTUMRx®

UnitedHealthcare Community & State MEDICAID

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Pricing Summary

Standard Services

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Clinical Services

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Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- All rates, fees, guarantees and terms in this cost proposal are applicable across all participating States in the aggregate unless such state plan is identified on a separate exhibit

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EXHIBIT C-2

UnitedHealthcare Community and State – Kansas

OPTUMRx®

UnitedHealthcare Community & State Kansas

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Kansas plans. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Kansas
Pricing Model: Traditional

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount(1)	Generic Drug Dispensing Fee
[redacted]				

- Rates exclude compound, IHS, COB, and DMR claims
- All AWP discounts stated in this cost proposal are based on Medi-Span's Published AWP (post rollback)
- The State has designated Chains as Walgreens, CVS, Dillons and Walmart pharmacies

(1) Aggregate average minimum discount off AWP for MAC and non-MAC Generic Drugs

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount(2)	Generic Drug Dispensing Fee
[redacted]				

- Postage included
- Based on 84 days supply or greater
- Exclusive Mail Service relationship
- Rates are exclusive to OptumRx's mail service pharmacies only
- Rates may vary for claims not covered under pharmacy benefit
- All AWP discounts stated in this cost proposal are based on Medi-Span's Published AWP (post rollback)

(2) Aggregate average minimum discount off AWP for MAC and non-MAC Generic Drugs

Compound Claims

- For mail order prescriptions, each ingredient in a compound will be priced at the applicable contract rate.

Rebate Management

[redacted]

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Standard Services

Administrative Fee
[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

Clinical Services

[redacted]

OPTUMRx®

UnitedHealthcare Community & State Kansas

Pricing Summary

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail rates are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- If adjustments to the Retail Network MAC are required by the health plan, OptumRx may adjust the Aggregate average minimum discount off AWP for MAC and non-MAC generics to achieve appropriate reimbursement

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EXHIBIT C-3

UnitedHealthcare Community and State – Mississippi CAN

OPTUMRx®

UnitedHealthcare Community & State Mississippi CAN

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Mississippi CAN Plan. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Mississippi CAN
Pricing Model: Pass-Through

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount	Generic Drug Dispensing Fee
[redacted]				

- Rates exclude compound, IHS, COB, and DMR claims
- All AWP discounts stated in this cost proposal are based on Medi-Span's Published AWP (post rollback)

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount(1)	Generic Drug Dispensing Fee
[redacted]				

- Postage included
- Based on 84 days supply or greater
- Exclusive Mail Service relationship
- Rates are exclusive to OptumRx's mail service pharmacies only
- Rates may vary for claims not covered under pharmacy benefit
- All AWP discounts stated in this cost proposal are based on Medi-Span's Published AWP (post rollback)

(1) Aggregate average minimum discount off AWP for MAC and non-MAC Generic Drugs

Compound Claims

- For mail order prescriptions, each ingredient in a compound will be priced at the applicable contract rate.

Rebate Management

[redacted]

OPTUMRx®

UnitedHealthcare Community & State Mississippi CAN

Pricing Summary

Standard Services

Administrative Fee
[redacted]

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Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail rates are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement.

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EXHIBIT C-4

UnitedHealthcare Community and State – California

OPTUMRx®

UnitedHealthcare Community & State California

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State California plans. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State California
Pricing Model: Traditional

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

Retail Pharmacy Value / Custom Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

OPTUMRx®

UnitedHealthcare Community & State California

Pricing Summary

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[2]	Generic Drug Dispensing Fee
[redacted]				
[redacted]				
[redacted]				

Rebate Management

[redacted]

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Standard Services

Administrative Fee
[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

Clinical Services

[redacted]

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[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

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EXHIBIT C-5

UnitedHealthcare Community and State – Iowa

OPTUMRx®

UnitedHealthcare Community & State Iowa

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Iowa plans. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Iowa
Pricing Model: Pass-Through

Retail Pharmacy Broad Network

Brand and Generic Drugs	Brand Drug Pricing Source	Brand Drug Dispensing Fee	Generic Drug Pricing Source	Generic Drug Dispensing Fee
[redacted]				

- Reimbursement rate shall be the rate set forth and provided, which may be amended and updated from time to time, by the Iowa Department of Human Services and Iowa Medicaid Enterprise, consisting of the prescription drug ingredient cost reimbursement and dispensing fee for each claim.

OptumRx Mail Order Pharmacy

Brand and Generic Drugs	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount(2)	Generic Drug Dispensing Fee
[redacted]				

- Postage included
- Based on 84 days supply or greater
- Exclusive Mail Service relationship
- Rates are exclusive to OptumRx's mail service pharmacies only
- Rates may vary for claims not covered under pharmacy benefit
- All AWP discounts stated in this cost proposal are based on Medi-Span's Published AWP (post rollback)

(2) Aggregate average minimum discount off AWP for MAC and non-MAC Generic Drugs

Compound Claims

- For mail order prescriptions, each ingredient in a compound will be priced at the applicable contract rate.

Rebate Management

[redacted]

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Standard Services

Administrative Fee
[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

Clinical Services

[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

[redacted]

Additional Services

[redacted]

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Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail rates are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

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EXHIBIT C-6

UnitedHealthcare Community and State – Louisiana

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OPTUMRx®

UnitedHealthcare Community Plan of Louisiana

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community Plan of Louisiana. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community Plan of Louisiana
Pricing Model: Traditional

Retail Pharmacy Broad Network

[redacted]

Louisiana Local Pharmacy Network

[redacted]

OptumRx Mail Order Pharmacy

[redacted]

Rebate Management

[redacted]

Standard Services

	[redacted]	
	[redacted]	[redacted]
[redacted]	☐ [redacted]	
	☐ [redacted]	
	☐ [redacted]	
	☐ [redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	

Clinical Services

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

CONFIDENTIAL

UnitedHealthcare Community Plan of Louisiana

Pricing Summary

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

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Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

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EXHIBIT C-7

UnitedHealthcare Community and State – Pennsylvania

OPTUMRx®

Pennsylvania Medicaid | Pricing Summary

The following administrative fees and rates are exclusive to Pennsylvania Medicaid plans unless such plan is identified on a separate exhibit or Pricing Summary. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: Pennsylvania Medicaid
Pricing Model: Traditional

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				
[redacted]				
[redacted]				

Retail Pharmacy Value / Custom Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				
[redacted]				
[redacted]				

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OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[2]	Generic Drug Dispensing Fee
[redacted]				

Rebate Management

[redacted]

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Standard Services

Administrative Fee
[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

Clinical Services

[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

[redacted]

Additional Services

[redacted]

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Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

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EXHIBIT C-8

UnitedHealthcare Community and State – Texas

OPTUMRx®

UnitedHealthcare Community & State Texas

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Texas plans. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Texas
Pricing Model: Pass-Through

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				
[redacted]				
[redacted]				

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[2]	Generic Drug Dispensing Fee
[redacted]				
[redacted]				

Rebate Management

[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

Standard Services

Administrative Fee
[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

Clinical Services

[redacted]

DocuSign Envelope ID: C3BDD839-B08A-4269-AE74-0BE7FC37C357

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

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EXHIBIT D

MAIL ORDER PHARMACY SERVICES

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THIRD AMENDED AND RESTATED MAIL ORDER NETWORK AGREEMENT

This Third Amended and Restated Mail Order Network Agreement ("Agreement") is made and entered into as of November 1, 2016 by and among OptumRx, Inc. ("Administrator") and United Healthcare Services, Inc., on behalf of itself and certain of its Affiliates identified on **Exhibit A** ("United"). Administrator and United may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." Reference is made to the Amended and Restated Mail Order Network Agreement entered into by the Parties, effective, January 1, 2010, as amended, which is superseded and replaced in its entirety by this Agreement.

RECITALS

A. United sponsors, issues or administers various benefit programs that offer prescription drug coverage to eligible Members, including Medicaid managed care plans.

B. Administrator provides mail order services for Covered Prescription Services in areas where United desires prescription services be provided to Members.

C. United and Administrator desire that Administrator provide Covered Prescription Services to Members in accordance with the terms and conditions of this Agreement.

D. Unison Administrative Services, LLC is being removed as a separate party to this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS.

1.1 "Affiliate" shall mean with respect to any person or entity, any other person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity.

1.2 "Average Wholesale Price" or "AWP" shall mean and refer to the average wholesale price of a Covered Prescription Service based on pricing files received by Administrator from Medi-Span as updated at least every seven (7) days.

1.3 "Benefit Plan" shall mean the benefit provided to Members under any Medicaid managed care plan. Benefit Plan coverage shall include, without limitation, any deductible or coverage gap provided for under such coverage, without regard to any subsidy by any third party of a Member's cost sharing obligations under the applicable Benefit Plan.

1.4 "Brand Name Drug" shall mean a drug marketed under a proprietary, trademark-protected name.

1.5 "Claim" shall mean a Pharmacy's billing or invoice for a single Prescription for Covered Prescription Services dispensed to a Member.

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1.6 "Claims Processor" shall mean United or a third party pharmacy claims processor with which United may contract.

1.7 "Clean Claim" shall mean a Claim, prepared in accordance with the standard format promulgated by the National Counsel for Prescription Drug Programs, which contains all of the information necessary for processing.

1.8 "Client" shall mean certain Affiliates of United set forth on **Exhibit A** attached hereto that sponsor, issue or administer Benefit Plans or any other person or entity which has entered into, or in the future enters into, a written agreement with United or an Affiliate of United pursuant to which United or its Affiliate provides certain consultative, administrative, and/or claims processing services in connection with the operation of one or more Benefit Plans sponsored, issued or administered by such Affiliate of United or such person or entity.

1.9 "Client's Proprietary Information" shall mean the Client's Benefit Plans, Pharmacy Plan Specifications, and the information contained therein, including without limitation (i) information related to Members and participating providers, (ii) the financial arrangements between Clients and their Members and participating providers (iii) any and all symbols, logos, trademarks, trade names, and service marks developed or used in Client's business, and (iv) any documents, materials, or items not specifically listed above, which Client designates as its proprietary information.

1.10 "Cost-Sharing" or "Cost-Sharing Amounts" shall mean those coinsurance, copays, or other cost sharing amounts which may be collected by Administrator from a Member for Covered Prescription Services in accordance with the terms and conditions of the Member's Benefit Plan.

1.11 "Covered Prescription Services" shall mean those Prescription Drugs and other pharmaceutical products, services and supplies dispensed by Administrator to a Member for which coverage is provided pursuant to the terms and conditions of the Benefit Plan. Covered Prescription Services shall not include any Drug Product that satisfies the definition of a Specialty Drug.

1.12 "Drug Product" shall mean the Brand Name Drug or Generic Drug which is (i) required under applicable Laws and Regulations to be dispensed only pursuant to a Prescription and (ii) is approved by the FDA.

1.13 "FDA" shall mean the federal Food and Drug Administration, or any successor Government Authority.

1.14 "Formulary" means the entire list of Drug Products covered by the applicable Benefit Plan, as developed, reviewed and approved by United's or its delegatee's and/or Client's or its delegatee's formulary advisory committee from time to time, unless such Drug Product is stipulated or required by any state Laws and Regulations.

1.15 "Generic Drug" shall mean and refer to a drug product, whether identified by its chemical, proprietary or non-proprietary name, that is accepted by the FDA as therapeutically equivalent and interchangeable with a drug(s) having an identical amount of the same active ingredient.

1.16 "GLB" means the Financial Modernization Act of 1999 also known as the Gramm-Leach-Bliley Act (codified at 15 USC § 6801 *et seq*.), together with any rules and regulations from time to time promulgated thereunder, as may be amended, modified, revised or replaced or interpreted by any Government Authority or court.

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1.17 "Government Authority" shall mean the Federal government, any state, county, municipal, local or foreign government or any governmental department, political subdivision, agency, bureau, commission, authority, body or instrumentality or court, including but not limited to, HHS, Centers for Medicare & Medicaid Services and any department, division, agency, commissioner that regulates the activities or operations of either Party as contemplated under this Agreement (including those of Clients).

1.18 "HHS" means the United States Department of Health and Human Services or any successor Government Authority.

1.19 "HIPAA" shall mean and refer to the Health Insurance Portability and Accountability Act of 1996, as amended by The American Recovery and Reinvestment Act of 2009 ("ARRA") and the rules and regulations adopted by HHS pursuant to HIPAA and ARRA, including the Standard for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR parts 160 and 164 (subparts A, C, and E) as each may be amended, modified, revised or replaced or interpreted by any Governmental Authority or court.

1.20 "Laws and Regulations" shall mean and refer to any and all common law and any and all state, Federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, standards, directives, guidelines, instructions, bulletins, policies or requirements enacted, adopted, promulgated, applied, followed or imposed by any Government Authority or court, including, but not limited to the HIPAA, laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to, applicable provisions of federal criminal law, the False Claims Act, and the anti-kickback statute, as any of the preceding Laws and Regulations from time to time may be amended, modified, revised or replaced or interpreted by any Government Authority or court.

1.21 "Marks" shall mean any service marks, trademarks, trade names, domain names, URLs, logos, icons, slogans, words or phrases and advertising (including text, graphic or audiovisual features of icons, banners or frames) which bear the name or identification of the applicable Party, or such Party's, client's, vendor's or licensor's products, services, programs or plans.

1.22 "Maximum Allowable Cost List" or "MAC List" shall mean Administrator's Maximum Allowable Cost List(s) of Generic drugs that will be reimbursed to Network Pharmacies at the compensation levels established by Administrator. United acknowledges that Administrator has established more than one MAC and such MAC List(s) are subject to periodic review and modification by Administrator. Administrator shall provide the MAC List to United on a quarterly basis and shall provide notice to United of any changes to the medications on the MAC List selected by United.

1.23 "Member" shall mean an individual who is eligible and enrolled to receive coverage through a Benefit Plan for Covered Prescription Services.

1.24 "NABP" shall mean the National Association of Boards of Pharmacy.

1.25 "Pharmacy Plan Specifications" shall mean those written descriptions of the Benefit Plans which descriptions shall include, without limitation, descriptions of the Covered Prescription Services, Formulary, exclusions from coverage under the Benefit Plan, and quantity and service limitations for Covered Prescription Services.

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1.26 "POS System" shall mean the online or real time (point-of-sale) telecommunication system used to communicate information including, but not limited to, Covered Prescription Services.

1.27 "Prescription" shall mean and refer to any single or multi-source Generic or Brand name medication, drug product, pharmaceutical, drug therapy or drug supply which is approved by the FDA and which is required by Federal and/or state law to be dispensed pursuant to a written or oral order directed by an appropriately licensed and qualified health care professional.

1.28 "Prescription Drug Compensation" shall mean the reimbursement, remuneration, compensation, or other payment, as set forth in Section 4.1.1 provided to Administrator by United for the provision of Covered Prescription Services to Members.

1.29 "Prescription Drug Contracted Rate" shall have the meaning set forth in **Exhibit C**.

1.30 "Specialty Drugs" shall mean the following: (i) pharmacy services or products for consumers with acute or chronic conditions that, generally, require injection or other non-oral methods of administration including, without limitation, drugs for transplants, that are provided at the consumer's home or other alternate setting including, without limitation, a physician's office; (ii) therapeutics that are time or temperature sensitive or need to be formulated or monitored with extra care and are not generally dispensed through a retail or mail order pharmacy; (iii) physician-administered prescription drugs that are covered under the Member's Benefit Plan; or (iv) bio-technology agents or Prescription Drug Services designated as orphan products under the Orphan Drug Act, Pub. L. 97-414.

1.31 "United's Proprietary Information" shall mean: (i) this Agreement and all documentation now and hereafter related to the performance of this Agreement, including, without limitation, the Formulary and MAC list; (ii) United's methods of doing business, including the United's utilization review and quality assurance procedures and programs; (iii) any and all symbols, logos, trademarks, trade names, service marks, patents, inventions, copyrights, copyrightable material, trade secrets, personnel information, operating manuals, memoranda, work papers, notes, reports, customer or client lists, business information, operational techniques, prospect information, marketing programs, plans, and strategies, operating agreements, financial information and strategies, and computer software and other computer-related materials developed or used in United's business; (iv) the United Benefit Plans, Pharmacy Plan Specifications, and the information contained therein, including without limitation (A) information related to Members and participating providers, (B) the financial arrangements between United and its Members and participating providers; and (v) any documents, materials, or items not specifically listed above, which United designates as its proprietary information.

1.32 "United States Territories" shall mean the U.S. Virgin Islands, Guam, Puerto Rico, Northern Mariana Islands, and Northern Samoa.

1.33 "Usual and Customary Charge" shall mean the price, including all applicable customer discounts, such as special customer, senior citizen and frequent shopper discounts, that a cash paying customer pays Administrator for Drug Products.

1.34 "Verified Internet Pharmacy Practice Sites or VIPPS" means a pharmacy whose facilities have had their state pharmacy licenses verified by NABP to be in good standing and have agreed to adhere to NABP's criteria and program requirements of good pharmacy practices as outlined on the VIPPS website, available at http://www.nabp.net/vipps/intro.asp.

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1.35 "VIPPS Certified" shall mean a pharmacy that has applied for and received written certification by the NABP verifying the VIPPS status of such pharmacy as satisfying the VIPPS criteria and agreeing to adhere to the VIPPS criteria and program requirements.

2. DUTIES AND OBLIGATIONS OF UNITED.

2.1 Information and Pharmacy Plan Specifications. United shall provide Administrator with the information Administrator reasonably needs to perform its obligations and dispense Covered Prescription Services under this Agreement, including the Pharmacy Plan Specifications, benefit coverage information (such as Cost-Sharing Amounts, deductible limits, covered drugs and days' supply), eligibility information, Formulary information and information regarding the policies and procedures for claims submission and payment. United shall transmit such information to Administrator through the POS System. United may add new Pharmacy Plan Specifications or amend, revise, or terminate existing Pharmacy Plan Specifications upon ninety (90) days prior written notice to Administrator, unless a Governmental Authority requires that such amendment, revision or termination occur in a shorter period of time.

2.2 Claims Processing. United will arrange for the processing and payment of Administrator's claims for Covered Prescription Services dispensed to Members. United may utilize a Claims Processor in the performance of these obligations.

2.3 Use of Subcontractors. United may, without the prior consent of Administrator, subcontract any service, activity or other obligation required of it under this Agreement to an Affiliate or other third party. United shall require that the subcontractor perform the subcontracted services in accordance with the terms and conditions of this Agreement and applicable Laws and Regulations.

3. DUTIES AND OBLIGATIONS OF COMPANY.

3.1 Scope of Obligations. Administrator represents and warrants to United that it has the legal authority to bind each facility location identified on **Exhibit B** which will be utilized by Administrator, either directly or indirectly, whether through one or more Affiliates or otherwise, to provide Covered Prescription Services to Members. Administrator represents, warrants, and covenants that all of the obligations of Administrator hereunder shall also be the obligations of such facility locations. Administrator agrees that it shall ensure that all facility locations which will be utilized by Administrator, either directly or indirectly, whether through one or more Affiliates or otherwise, to provide Covered Prescription Services to Members, shall comply with all of the requirements of this Agreement, with all Laws and Regulations, and with all Pharmacy Plan Specifications.

3.2 Eligibility. Administrator must meet the following requirements to be eligible to participate in United's mail order pharmacy network:

3.2.1 VIPPS Certification. Administrator and each facility location identified on **Exhibit B** must be VIPPS Certified as of the Effective Date. Administrator shall provide United with written documentation of its status as a VIPPS Certified pharmacy within five (5) days following a request by United. If Administrator or any facility location at anytime loses its status as a VIPPS Certified pharmacy, Administrator shall notify United within two (2) days following the loss of the VIPPS Certified status with a written explanation regarding its revocation.

3.2.2 Good Standing. To be in good standing, Administrator shall not have been suspended or excluded from United's network within the past five (5) years for failing to adhere to the terms of this Agreement, or any prior or subsequent agreements with United or United's successor. If

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any facility location owned or operated by Administrator was suspended or excluded from United's network in the past five (5) years, such facility location shall not be eligible to provide services under this Agreement, unless otherwise determined by United in its sole discretion. In addition, if at any time United determines that Administrator or any of its facility locations has failed to satisfy any obligation under this Agreement, United shall notify Administrator of such failure and provide Administrator with thirty (30) days to cure. If Administrator fails or is not able to cure the identified issue, United reserves the right to suspend or terminate Administrator's or an individual facility location's participation in United's network.

3.3 Participation in Benefit Plans. By executing this Agreement, Administrator is agreeing to participate in the Benefit Plans. Administrator will provide Covered Prescription Services to Members as described in the applicable Pharmacy Plan Specifications and in accordance with applicable Laws and Regulations, this Agreement, and any other applicable documents as provided by United.

3.4 Dispense Covered Prescription Services. Administrator will dispense Covered Prescription Services to Members in accordance with the terms and conditions of this Agreement, including any exhibits, schedules and addenda attached hereto, and the Pharmacy Plan Specifications.

3.4.1 Provision of Covered Prescription Services. Once a Prescription has been transmitted to Administrator, Administrator shall promptly review such Prescription and, if appropriate, promptly dispense the applicable Covered Prescription Service in a safe, diligent, and professional manner. Administrator shall do and comply with each and all of the following, notwithstanding the receipt of any Prescription:

(a) Administrator shall not dispense any Covered Prescription Service that cannot be safely shipped via mail order;

(b) Administrator shall not dispense any Covered Prescription Services that the FDA prohibits from being dispensed through home delivery;

(c) Administrator shall not dispense any Covered Prescription Services in excess of a three-month supply or in excess of the amount approved in the applicable Prescription;

(d) Administrator shall require a signature of receipt at time of delivery for any Schedule II Narcotic drug filled for a Member;

(e) Administrator shall use its best efforts to ensure that no Covered Prescription Service has been tampered with, adulterated, stored or transported improperly, misbranded or mislabeled, contaminated, or counterfeited prior to or during the period between Administrator's taking legal title to such Covered Prescription Service and the Member's acceptance of such Covered Prescription Service. Administrator will maintain an adequate process in place to track and monitor the origin and safety of each Covered Prescription Service dispensed and shipped to a Member under this Agreement and to ensure compliance with all of Administrator's obligations under this Section; and

(f) Administrator shall not dispense any Covered Prescription Services to Members who reside in a Long-Term Care Facility as defined under 42 C.F.R.§ 423.100, as amended from time to time.

3.4.2 Member's Eligibility Status. Prior to dispensing Covered Prescription Services, Administrator shall check whether the individual receiving such Covered Prescription Services is an eligible Member. Such eligibility check shall be performed by Administrator using the POS System

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or such other process as identified by United. If Administrator is unable to determine a Member's eligibility, then Administrator shall call United's customer service department (or equivalent). In the event that Administrator fails to verify Member eligibility, neither United nor any Client shall have any obligation to compensate Administrator for any Covered Prescription Services dispensed to persons who are not Members at the time such drugs are dispensed.

3.4.3 Package and Shipping Requirements. Administrator shall package and ship the Covered Prescription Service to the Member or authorized person in accordance with all applicable Laws and Regulations. Administrator shall utilize the most efficient, secure, and reliable shipping service or method available at the time of the applicable Covered Prescription Service's dispensing. All packages containing Covered Prescription Services shall be properly packaged and labeled to comply with HIPAA and other state and/or federal privacy laws and for the protection against potential theft or diversion. Administrator shall be responsible for any risk of loss or tampering to the Covered Prescription Service during transit until the Covered Prescription Service has been accepted by the Member or other authorized recipient. All costs of packaging and shipping shall be borne solely by Administrator, and Administrator shall comply with all Member or United requests for specific shipping and/or tracking methods.

3.4.4 Cost-Sharing Amounts. Administrator will collect the applicable Cost-Sharing Amounts and any other applicable charges for Covered Prescription Services dispensed to Members, as specified via the POS System or in the Pharmacy Plan Specifications. Administrator may only discount, waive or otherwise reduce the applicable Cost-Sharing Amounts or other applicable charges in accordance with applicable Laws and Regulations. Administrator agrees that it shall not at any time seek reimbursement for Cost-Sharing Amounts from United or any Client. Under no circumstances shall "Cost-Sharing Amounts" include any Medicare Part A or B cost-sharing for Members with dual eligibility for Medicare and Medicaid where the applicable State is responsible for paying such amounts. Pursuant to 42 CFR § 422.504(g)(1)(iii), for Members with dual eligibility, Administrator will accept the payment from United or the applicable Client as payment in full, or bill the appropriate State source.

3.4.5 Formulary and Generic Drug. In the provision of Covered Prescription Services, Administrator and each facility location shall use its best efforts, in accordance with all applicable Laws and regulations, to adhere to and promote the Formulary except to the extent Administrator is (i) prohibited by state law, or (ii) otherwise directed by United through the POS System. If (a) neither the Prescription nor applicable state or federal law prohibit substitution of a generic drug equivalent for the Drug Product, and (b) Administrator or the facility location obtains consent from the Member and the Member's physician, when and if required by applicable state or federal law, then Administrator shall dispense a generic drug equivalent for the Drug Product to the Member.

3.4.6 Multiple Month Supply. Administrator shall implement each Benefit Plan as designated by United or Clients and as provided to Administrator in the appropriate Pharmacy Plan Specification documents, for fulfillment of Prescriptions for more than a thirty-four (34) day supply. To the extent that United or a Client has limited its mail order benefit to a three (3) month supply, Administrator may, in its sole discretion, use existing refills on the Prescription and/or communicate with the prescribing health care provider to request an increase of the quantity of the medication to be dispensed. With the exception of prescription drugs identified in the Pharmacy Plan Specification documents as excluded from United's or a Client's three (3) month supply requirement, if refills do not exist and/or a prescribing health care provider will not authorize a three (3) month supply of medication, the Prescription shall be returned to Member for fulfillment at a retail pharmacy provider. Under no circumstances shall either United or Client require or Administrator fill any Prescription in amounts not permitted under applicable Laws or Regulations.

Attachment 2.10.3 Appendix F - OptumRx, Inc. - Executed Contract

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3.5 Performance Standards.

3.5.1 Delivery Requirements. Administrator shall ensure that each Covered Prescription Service will be shipped within an average of three (3) business days following Administrator's receipt of Prescription, unless intervention is required in order for Administrator to fill the Prescription, in which case Administrator shall ensure that the dispensed Covered Prescription Service is shipped within five (5) business days following the Administrator's receipt of the Prescription.

3.5.2 Accuracy Rate. Administrator agrees that the percentage of Prescriptions accurately filled will be at least 99.9% of all Covered Prescription Services with respect to patient name, drug name, drug strength, and direction. Administrator shall monitor and report accuracy rates to United upon request.

3.6 Administrator Facility Location Requirements.

3.6.1 Facility Locations. Unless otherwise provided herein, Administrator shall provide United with the information specified on **Exhibit B** attached hereto for each facility utilized by Administrator to provide Covered Prescription Services. Administrator shall notify United in writing of any changes to the information set forth on **Exhibit B**.

3.6.2 Facility Location Addition or Deletion. Administrator shall provide United with at least thirty (30) days written notice prior to adding a new facility location for use in providing Covered Prescription Services to Members, which new facility location shall satisfy and comply with all of the terms and conditions of this Agreement including VIPPS Certification. In the event Administrator acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of mail order pharmacy services that is already under contract with United to participate in United's pharmacy network, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger, or affiliation, unless otherwise agreed to in writing by all Parties to such agreements. Administrator shall promptly notify United immediately of any actual or pending termination or suspension in the operation of any facility location identified in **Exhibit B**. Administrator agrees that United and Clients have the right to approve or disapprove the provision of Covered Prescription Services by any existing or new facility location.

3.6.3 Licensed Pharmacist. Administrator shall provide access to a licensed and credentialed pharmacist twenty-four (24) hours a day, seven (7) days a week at each facility location identified in **Exhibit B**.

3.6.4 Participation in Network. Administrator understands and agrees that the continued participation of each facility location in United's and Clients' mail order pharmacy network is conditioned upon compliance with Administrator's obligations under this Agreement.

3.7 Retail Access. Administrator must have an established process, available twenty-four (24) hours per day, seven (7) days per week, to transfer Prescriptions to a retail setting upon Member request. Administrator shall not unreasonably inconvenience or hinder any Member with regard to such transfer and shall not require any Member to take unreasonable or unnecessary action to complete the transfer. Administrator shall complete Prescription transfers within twenty-four (24) hours of when the transfer request was received.

3.8 Customer Service. During the Term, Administrator shall provide customer service support for Members and United. Administrator shall have a sufficient number of knowledgeable

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and qualified staff to perform such customer service support. Administrator shall provide a telephone number for Members to call regarding delays, missing orders, shorted orders and/or other questions. Administrator's call center shall operate and be staffed with "live" representatives from 5:00 a.m. to 9:00 p.m. Monday through Friday and 7:00 a.m. to 7:00 p.m. Saturday and Sunday, Pacific Time. Administrator reserves the right, upon notice to United, to modify its hours of operation in its sole discretion so long as any change will not have a material adverse impact on United's obligations to its Members. In addition, upon execution of this Agreement, Administrator will demonstrate and maintain the capability to respond to Member calls at its call center in both English and Spanish. Furthermore, within sixty (60) days from the date of execution, unless United agrees to a later date, Administrator will demonstrate and maintain the ability to print prescription labels and instruction sheets, as necessary, in both English and Spanish. Members shall not be charged for interpretation services. Administrator shall notify its Members that oral interpretation and written information are available in Spanish and how to access those services.

3.9 Drug Utilization Review, Quality Assurance, and Medication Therapy Management Programs. At all times during the term of this Agreement, Administrator shall cooperate with, support and remain in compliance with the utilization review, quality assurance, and medication therapy management programs of United or its Clients as set forth in the applicable Pharmacy Plan Specifications.

3.10 Pharmacist Independence. Administrator and United acknowledge that the dispensing pharmacist must use independent professional judgment when dispensing Covered Prescription Services and may refuse to dispense any Covered Prescription Service based on the pharmacist's professional judgment.

3.11 No Prescription Transfers. Administrator shall not transfer any Prescriptions to another pharmacy except upon the express request of a Member, United, or applicable Client.

3.12 No Solicitation of Members. To the fullest extent permitted by applicable laws and regulations, Administrator shall not solicit any Member to transfer any Prescriptions to any other pharmacy, irrespective of pharmacy type, and irrespective of whether such pharmacy is an Administrator Affiliate. Solicitation shall mean conduct engaged in by an officer, agent, or employee of Administrator or any Pharmacy or their respective assignees or successors during the term of the Agreement or the one year (1) period following the Agreement's termination which may be reasonably interpreted as designed to persuade a Member to transfer a Prescription to any pharmacy other than the facility location at which the Prescription is located. This Section shall not apply if the transfer is due to an addition of a new facility location or termination of a facility location currently providing services to Members.

3.13 Medicare Supplier Number. United encourages Administrator to obtain and maintain for each facility location a Medicare Part B supplier number pursuant to 42 CFR § 424.57. Administrator agrees to inform United of the Medicare Part B supplier number assigned to those facility locations which have obtained such supplier numbers from CMS for recordkeeping purposes and to identify those facility locations as having Medicare Part B supplier numbers in the pharmacy network directories maintained by United or Clients.

3.14 Utilization of Administrator. Nothing in this Agreement shall be construed to require United or any Client to assign or refer to Administrator any minimum or maximum number of Members or to direct to Administrator any minimum or maximum number of Prescriptions.

Attachment 2.10.3 Appendix F - OptumRx, Inc. - Executed Contract

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3.15 Subcontractors. In no case shall Administrator subcontract any obligation under this Agreement to another entity without giving reasonable prior notice and obtaining written consent of United.

3.16 Prices for Equivalent Drugs. Unless a particular Covered Prescription Service being dispensed by Administrator is the lowest-priced "therapeutically equivalent" or "bioequivalent" version of that drug available through the Administrator, Administrator shall inform Member of any differential between the price of the Covered Prescription Service being purchased and the lowest price generic version of the Covered Prescription Service that is the "therapeutically equivalent" and "bioequivalent" of such Covered Prescription Service and available at Administrator. The terms "therapeutically equivalent" and "bioequivalent" are as defined at 42 CFR §423.100. Such disclosure shall be made at the time of delivery of the Covered Prescription Service to the Member.

3.17 Notices regarding Coverage Determination and Exception. Administrator shall distribute to Members a notice advising Members to contact United or the Client which sponsors the Benefit Plan in which such Member is enrolled, or its designee, to obtain a coverage determination or to request an exception if such Member disagrees with information relating to the availability or pricing of Covered Prescription Service.

3.18 Therapeutic Exchange. Administrator shall not engage in unauthorized therapeutic exchange programs or unauthorized promotion of brand drugs to plan members.

4. COMPENSATION. The applicable Client will process the compensation owed to Company for each Covered Prescription Service dispensed to Members based on the rates set forth in **Exhibit C** and under the following terms and conditions.

4.1 Compensation for Covered Prescription Services.

4.1.1 Compensation to Administrator. The "Prescription Drug Compensation" shall equal the following (i) the lesser of (a) the Usual and Customary Charge or (b) the Prescription Drug Contracted Rate; minus (ii) any applicable Cost-Sharing Amount. The applicable Client shall pay Administrator the Prescription Drug Compensation for the provision of all Covered Prescription Services to Members by Administrator or facility locations. Administrator (and each facility location) shall accept the Prescription Drug Compensation plus any applicable Cost-Sharing Amount as payment in full for the provision of all Covered Prescription Services to Members. Administrator understands and agrees that the applicable Client is not responsible for the funding of Claims, is not a guarantor or insurer of the funding for Claims payment, and is not financially responsible or liable for the payment of Claims.

4.1.2 Member Payment Amount. Administrator shall not collect more than the appropriate Cost-Sharing Amount from each Member for the provision of Covered Prescription Services. In cases where the applicable Usual and Customary Charge and/or the applicable Prescription Drug Contracted Rate is less than the applicable Cost-Sharing Amount, the least amount shall be the Cost-Sharing Amount.

4.1.3 Payment Processing. The applicable Client shall provide for payment for a properly submitted Clean Claim within thirty (30) days after the Clean Claim's receipt by Claims Processor, subject to receipt, as applicable, of payment from the applicable Client.

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4.2 Claims Submission.

4.2.1 Covered Prescription Services. Administrator shall and shall ensure that each facility location (i) verify in real time, through POS System, whether the original or refill Prescription provided by a Member is for Covered Prescription Services, and (ii) follow any instructions, unless prohibited by applicable Laws and Regulations, communicated by United to Administrator, including, but not limited to, what, if any, Cost-Sharing Amounts the Member must pay. Administrator agrees not to submit Claims pursuant to this Agreement for Covered Prescription Services that: (i) are not covered by United's or a Client's Benefit Plan, or (2) Administrator otherwise knows or reasonably should know are not eligible for payment pursuant to the terms of this Agreement.

4.2.2 Claims Submission. In order to receive payment, Administrator must submit a Clean Claim to Claims Processor for each Covered Prescription Service dispensed for which compensation is sought. To ensure payment for each Claim, a Clean Claim must be submitted to Claims Processor within thirty (30) days after the date of service. If any Claim is rejected or if additional information is required for further processing by United or its Claims Processor, Administrator must resubmit the Claim within ninety (90) days of Administrator's receipt of such rejected Claim provided that the resubmitted Claim will only be processed and fully paid if it is a Clean Claim. Unless otherwise agreed to by United or Client, Claims submitted after the time periods set forth in this Section 4.2 will not be eligible for payment.

4.2.3 Prohibition on Repackaging. Administrator shall not submit, and United is not responsible for payment for, claims for Covered Prescription Services that use a National Drug Code ("NDC") for a repackaged drug.

4.2.4 Prohibition on Reimportation. Administrator shall not submit, and United is not responsible for payment for, claims for Covered Prescription Services filled using drugs imported or reimported into the United States.

4.3 Claims Processor Charges. Administrator shall be responsible for paying the following amounts which will be charged by Claims Processor if and when applicable; (i) a per Claim communications charge for on-line electronic claims processing through the POS System; (ii) surcharges for cancelled or reversed Claims; and (iii) a charge for each Claim submitted to Claims Processor via any medium or in any format other than the POS System (collectively, the "Claims Processor Charges.") United shall notify Administrator in writing of any applicable charges upon execution of this Agreement and thereafter when such Claims Processor Charge is changed. All Claims Processor Charges are subject to change by Claims Processor. United shall notify Administrator in writing of any change to the applicable Claims Processor Charges no later than fifteen (15) days prior to implementation of such change. Administrator agrees that any applicable Claims Processor Charges may be deducted and offset from any Prescription Drug Compensation due to Administrator hereunder.

4.4 Adjustments. The applicable Client may obtain reimbursement for overpayments made to Administrator either by offsetting such amounts against future payments due or by requiring reimbursement of such overpayments from Administrator, which Administrator will pay to the applicable Client within fifteen (15) days notice thereof, at such Client's option.

4.5 Amount to be Collected from Member When Benefits Are Not Payable. When no benefits are payable to or on behalf of the Member for the Covered Prescription Services due to the application of any deductible or one hundred percent Member responsibility following satisfaction of any initial coverage limit as determined by

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the applicable Pharmacy Plan Specification and/or found in the POS System, Administrator shall, in accordance with the requirements of applicable Laws and Regulations, collect no more from the Member than the lesser of (i) the Usual and Customary Charge or (ii) the Prescription Drug Contract Rate. The amount collected by Administrator shall constitute the "Cost-Sharing Amount" for the purposes of this Agreement.

4.6 Collection of Cost-Sharing Amounts. United or Claims Processor shall communicate to Administrator the Cost-Sharing Amounts applicable to Covered Prescription Services being purchased by Members via the POS System. Unless otherwise permitted under Section 3.4.4, Administrator shall collect the full Cost-Sharing Amounts (if any) that are applicable to Covered Prescription Services being dispensed to Members, including Cost-Sharing Amounts which are applicable to individuals qualifying for low-income subsidies which are available pursuant to applicable Laws and Regulations. Administrator agrees that it shall not at any time seek reimbursement for Cost-Sharing Amounts from United or any Client. This Section 4.6 shall survive expiration or termination of the Agreement.

4.7 Hold Harmless. Administrator agrees that, with the exception of (i) Cost-Sharing Amounts which are permitted by the applicable Pharmacy Plan Specifications, (ii) reasonable returned check costs, and (iii) reasonable collection costs, Administrator shall not in any event, including, without limitation, non-payment by United or a Client, insolvency of United or a Client, or breach of this Agreement, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any Member, or any other person (other than United or the applicable Client) acting on behalf of any Member, or attempt to do any of the foregoing for any Covered Prescription Services provided to any Member pursuant to the Agreement. Cost-Sharing Amounts shall not include any Medicare Part A and B cost-sharing amounts for Members with dual eligibility for Medicare and Medicaid where the applicable State is responsible for paying such amounts. Under no circumstances shall Administrator bill or seek compensation from or assert any legal action against such dual eligible Members or persons acting on their behalf with respect to services rendered hereunder. For such Members with dual eligibility, Administrator will accept the payment from United or the applicable Client as payment in full, or bill the appropriate State source pursuant to 42 CFR § 422.504(g)(1)(iii). In the event of a conflict between this hold harmless provision and any other term of this Agreement, including all integrated Exhibits, this hold harmless provision shall control. This hold harmless provision shall survive the termination of this Agreement and shall be construed for the benefit of Members.

4.8 AWP.

4.8.1 Package Size. For Covered Prescription Services dispensed by Administrator, AWP is based on package sizes of one hundred (100) units for capsules and tablets, and sixteen (16) ounce quantities for liquids, (or the next closest package size if such quantities or sizes are not available), and the AWP for all other Covered Prescription Services, including, without limitation, covered injectable products, will be based upon individual units or smallest package size available (e.g., per vial, per suppository, etc.).

4.8.2 Changes to AWP. If Medi-Span or other applicable pricing source changes the methodology used to calculate AWP, or changes from an AWP basis to some other basis, and such change directly results in a material change to the Prescription Drug Contracted Rate under this Agreement, then the Parties shall have the following rights: (i) within 90 days following such change, either Party, at its option, may request that the other Party enter into good faith negotiations for a period of 60 days to jointly develop reasonable revisions to the Prescription Drug Contracted Rate to preserve the Parties' relative economics immediately prior to such change; and (ii) if the Parties cannot arrive at

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mutually acceptable revisions to the Prescription Drug Contracted Rate within such 60-day negotiation period, then within 30 days following the expiration of the 60-day negotiation period, either Party, at its option, may terminate this Agreement upon 30 days written notice to the other Party.

5. TERM AND TERMINATION.

5.1 Term. The term of this Agreement shall commence on November 1, 2016 and shall continue until December 31, 2018, unless earlier terminated pursuant to its terms. At the conclusion of the initial term of this Agreement, the term of the Agreement shall automatically extend for additional one (1) year periods, unless earlier terminated pursuant to the provisions of Section 5 or as permitted elsewhere in this Agreement.

5.2 Termination.

5.2.1 Termination by Either Party Without Cause. The Parties agree that this Agreement may be terminated, without cause and for a Party's convenience: (i) upon sixty (60) days advance written notice to Administrator if this Agreement is terminated by United; or (ii) upon one hundred eighty (180) days advance written notice to United if this Agreement is terminated by Administrator.

5.2.2 Termination by Either Party For Cause. Except as otherwise provided in Section 5.2.3 below, if either Party materially defaults in the performance of any material covenant, agreement, term or provision, including, without limitation, the performance standards as set forth in Section 3.5, of this Agreement to be performed by it and such material default continues for a period of thirty (30) days after written notice is delivered to the breaching Party from the other Party stating the specific default, then the non-breaching Party may terminate this Agreement immediately by giving notice thereof to the breaching Party. The initial written notice of default to the breaching Party shall specify in reasonable detail the nature of the default and the actions required to cure the default if such is curable. In the event a Party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other Party disputes whether grounds for such termination exist, the matter will be resolved through arbitration under Section 11. While such arbitration remains pending, the termination for breach will not take effect.

5.2.3 Immediate Termination. United may terminate, suspend, or revoke this Agreement immediately upon written notice to Administrator if (i) Administrator's license or permit necessary to perform services under this Agreement is suspended, limited or revoked, (ii) Administrator violates any federal or state law regarding the compounding, sale, dispensation, storage, packaging or use of any drug product dispensed to Members, (iii) United reasonably believes that Administrator is or has been engaged in fraudulent activity or other activities in violation of state or federal law; (iv) Administrator provides substandard, inferior, contaminated, or adulterated drugs to any Member; (v) Administrator violates any Laws or Regulations; (vi) United determines that Administrator has violated United's policies and procedures in the provision of Covered Prescription Services, provided that Administrator shall be given a five (5) day opportunity to cure the identified violation; (vii) a Client directs United to terminate its relationship with Administrator; or (viii) Administrator requires a Member to take unreasonable or unnecessary actions with regards to such Member's request to transfer his or her prescription to a retail setting; provided, however, that Administrator shall be given a five (5) day opportunity to cure if such unreasonable inconvenience, hindrance or unnecessary action is the first such instance in which Administrator has acted in such manner with any Member.

5.2.4 Government Authority's Termination of Administrator or Particular Facility. United and each Client shall be permitted to suspend, revoke, or terminate any Administrator or

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Administrator facility locations' participation in the mail order pharmacy network for its Benefit Plans. United, on its own initiative, or at the direction of a Client or Government Authority, may require that Administrator or any one or more Administrator facility location discontinue providing Covered Prescription Services to United or a particular Client or under this Agreement in its entirety. The termination of this Agreement with respect to less than all of Administrator facility locations shall not affect the performance of this Agreement by Administrator or the other non-terminated facility locations. Also the termination of this Agreement as to any particular facility location shall not prevent the subsequent termination of this Agreement as to any other facility location or of this Agreement in its entirety.

5.2.5 Termination Upon Bankruptcy. If either Party shall apply for or consent to the appointment of a receiver, trustee, or liquidator for it or for all or substantially all of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or any answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party to be bankrupt or appointing a receiver, trustee, or liquidator of either Party with respect to all or substantially all of the assets of either Party, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days, then this Agreement shall automatically terminate.

5.2.6 Termination of Prescription Drug Benefit Administration Agreement. This Agreement shall terminate immediately upon the effective termination, for any reason, of that certain Third Amended and Restated Prescription Drug Benefit Administration Agreement, effective November 1, 2016, by and between Administrator and United (the "Prescription Drug Benefit Agreement").

5.3 Effect of Termination. Termination of the Agreement for any reason pursuant to Section 5.2 shall not affect the rights and obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.

5.3.1 Transition Services. Upon termination of this Agreement for any reason, and at the request of United, Administrator shall provide transition services to United as specified in Sections 2.5(c) and 2.6 of the Prescription Drug Benefit Agreement.

5.3.2 Compensation After Termination. Within sixty (60) calendar days after the effective date of termination of this Agreement in its entirety, United shall make an accounting of all monies due hereunder to Administrator, United, or any Client. Administrator may request an independent audit of United's internal accounting by a mutually acceptable certified public accountant and the expenses of such audit shall be borne by Administrator. Administrator agrees to abide by the findings of the independent auditor. Payment of all final sums due and owing hereunder shall be made within thirty (30) calendar days of the completion of United's internal audit or, if applicable, the independent audit.

5.3.3 Notification of Members. Administrator acknowledges the right of United and each Client to inform their Members of Administrator's termination, suspension, or revocation and agrees, at United's or the Client's request, to cooperate in deciding on the form of such notification.

6. INDEMNIFICATION.

6.1 Indemnification by Administrator. Administrator shall be solely responsible for and agrees to defend, indemnify, and hold harmless United, the Clients, and their respective Affiliates, shareholders, directors, officers, employees, and agents from and against any and all claims, causes of

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action, obligations, liability, liens, indebtedness, debts, judgments, damages, (of every kind and nature), losses, costs, expenses, and fees (including, reasonable attorneys' fees) arising from or related to (i) the breach of or default under any representation, warranty, covenant, condition, or promise made by Administrator in this Agreement, or (ii) the provision of Prescription Drug Drugs or the compounding, packaging, storage, selling, dispensing, manufacturing, or using of Drug Products, including, without limitation, claims asserting the implied or an express warranty of merchantability or of fitness for a particular purpose.

6.2 Indemnification by United. United shall be solely responsible for and agrees to defend, indemnify, and hold harmless Administrator and its Affiliates, shareholders, directors, officers, employees, and agents from and against any and all claims, causes of action, obligations, liability, liens, indebtedness, debts, judgments, damages (of every kind and nature), losses, costs, expenses, and fees (including reasonable attorneys' fees), arising from or related to the breach of or default under any representation, warranty, covenant, condition, or promise made by United in this Agreement.

7. INSURANCE.

7.1 Professional and General Liability Insurance. Administrator shall maintain (i) professional liability insurance in the minimum amounts of Five Million Dollars ($5,000,000) per occurrence and in the aggregate, and (ii) general liability insurance in the minimum amounts of Five Million Dollars ($5,000,000) per occurrence and in the aggregate (or such other amounts as United may agree in writing) to insure against any claim for damages arising in connection with Administrator's performance of this Agreement. Upon request, Administrator shall provide United with evidence of such insurance coverage. Administrator will notify United as soon as possible, but in no event later than fifteen (15) days, after any restriction on or denial, cancellation, modification or termination of Administrator's general or professional liability insurance. United shall have the right to terminate this Agreement upon written notice to Administrator following the occurrence of any such change. In addition to maintaining its insurance at the levels indicated above, Administrator shall assure that all pharmacists and other health care professionals employed by or under contract with Administrator to render Covered Prescription Services to Members procure and maintain adequate professional liability and malpractice insurance, unless they are covered by Administrator's insurance policy.

7.2 Self-Insurance. Administrator may self-insure for professional and general liability insurance upon United's receipt of reliable data indicating that Administrator has sufficient assets or reserves to cover any foreseeable risks or losses which may arise from Administrator's activities. Upon reasonable request by United, Administrator shall provide a statement, verified by an independent auditor or actuary, that the reserves maintained by Administrator for its self-insurance is sufficient and adequate. Administrator shall notify United, in writing, of any material adverse change in Administrator's financial status that affects its self-insurance. United shall have the right to terminate this Agreement upon written notice to Administrator following the occurrence of any such change. In addition to maintaining its self-insurance, Administrator shall assure that all pharmacists and other health care professionals employed by or under contract with Administrator to render Covered Prescription Services to Members procure and maintain adequate professional liability and malpractice insurance, unless they are covered by Administrator's self-insurance.

8. MEDICAL RECORDS AND CONFIDENTIAL INFORMATION.

8.1 Medical Records. For the purposes of this Section, **"PHI"** shall have the meaning ascribed to it at 45 CFR §164.501 as such section from time to time may be amended, modified, revised or replaced or interpreted by any Government Authority or court. Administrator agrees to comply with all laws and regulations issued by any Government Authority pertaining to the confidentiality,

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privacy, data security, data accuracy and completeness and/or transmission of personal, health, enrollment, financial and consumer information and/or medical records (including prescription records) of actual or prospective Members, including, but not limited, to the confidentiality and security provisions at 42 CFR § 423.136. Administrator understands and agrees that any PHI or other personal information accessed by or disclosed to it or created by it during the course of performing this Agreement must be maintained in strictest confidence and safeguarded from disclosures which are unauthorized and impermissible under applicable laws and regulations. Administrator agrees not to disclose (except to United, Client, or the applicable Member), use or exploit any PHI, other personal information, United Data or Client Data for any purpose or under any circumstance, except (i) as absolutely necessary to perform its obligations under this Agreement and (ii) in compliance with all laws and regulations regarding the confidentiality, privacy, data security and/or transmission of such information including, but not limited to, HIPAA and the GLB. Administrator further agrees to require all of its personnel and to contractually require all of its contractors to fully abide by the provisions of this Section 8.1.

8.2 Confidential Information. Administrator acknowledges that as a result of this Agreement, Administrator and its employees and agents may have access to United's Proprietary Information and Client's Proprietary Information. Administrator shall, and shall ensure that its employees and agents, hold such confidential and proprietary information in confidence and not disclose such information to any person or entity, including an Affiliate, parent, or subsidiary of Administrator, without the prior written consent of United or Client; provided, however, that the foregoing shall not apply to information which (i) is generally available to the public, (ii) becomes available on a nonconfidential basis from a source other than Administrator or its affiliates or agents, which source was not itself bound by a confidentiality agreement, or (iii) is required to be disclosed by law or pursuant to court order. Administrator acknowledges and agrees that United and/or Client shall be entitled to injunctive relief to prevent a breach or threatened breach of the provisions of this Section 8.2, in addition to all remedies that may be available. United's and Client's Proprietary Information shall not be (a) used by Administrator or its personnel or contractors other than for the furtherance of providing Covered Prescription Services or performing this Agreement; (b) sold, assigned, leased, or disclosed to third Parties by the Administrator without United's or Client's written consent; or (c) commercially exploited by or on behalf of Administrator or its employees, agents, or contractors. Upon the expiration or other termination of this Agreement, for any reason whatsoever, Administrator shall immediately return to United or destroy any and all of United's Proprietary Information and any and all of Client's Proprietary Information in Administrator's possession, including all copies, duplications, and replicas thereof. This Section 8.2 shall survive expiration or termination of the Agreement.

8.3 Use of Names and Marks. Administrator agrees that United and/or Clients may use the Administrator Marks currently existing or later established, and the name, address, and telephone number of Administrator in any promotional or advertising brochures, marketing information, or benefit information packages, and in media announcements, press releases, and other public announcements in connection with the services available to Members or in connection with this Agreement. Administrator may not list or reference United or Clients or use any Marks of United or Client currently existing or later established in any promotional or advertising brochures or media announcements, or otherwise publicly identify United or Clients or refer to the existence or terms of this Agreement in any public announcement, press release, promotional or other material without the prior written approval of United or Clients as appropriate.

9. RECORDS AND AUDITS.

9.1 Records and Data. Administrator shall keep and maintain, in accordance with prudent business practices, accurate, complete and timely books, records and accounts of all transactions occurring as part of the furnishing of Covered Prescription Services to Members. Administrator shall

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retain such books and records during the term of the Agreement and for a period of at least ten (10) years after the termination of this Agreement in its entirety and for such longer period of time as required by an on-going audit or investigation of United, any Client or other person that is being conducted by a Government Authority. Administrator shall permit HHS, the Comptroller General, United, Client or their designees to inspect, evaluate and audit the facilities, offices, equipment, books, records, contracts, documents, papers and accounts relating to the Administrator's performance of this Agreement, including the dispensing and/or provision of Covered Prescription Services to Members and the transactions reflecting such services. The right of HHS, the Comptroller General, United, Clients and their designees to inspect, evaluate and audit any of the foregoing types of information shall exist during the term of the Agreement and for a period of ten (10) years after the termination of the Agreement in its entirety and for such longer period of time as required to complete an on-going audit or investigation. This Section 9.1 shall survive expiration or termination of the Agreement.

9.2 Data. Administrator shall be responsible for the integrity and accuracy of all data furnished or transmitted by Administrator to United or Claims Processor, and shall correct all errors in such data within ten (10) business days of being made aware thereof. Administrator shall maintain reasonable safeguards against the destruction, loss, alteration, or unauthorized disclosure of data in possession or under the control of Administrator or its personnel or contractors, including, but not limited to United's and Client's Confidential Information and "protected health information" as defined by the HIPAA.

9.3 Monitoring. Without affecting the obligations, duties and responsibilities of the Parties under this Agreement or the Parties' allocation of responsibilities and risks hereunder, Administrator acknowledges and understands that United and Clients are responsible to certain Government Authorities for the arrangement of Covered Prescription Services to Members. In view of the foregoing, Administrator shall permit United and each Client, directly or through United or its other representatives, to monitor the provision of Covered Prescription Services to Members and to evaluate and audit Administrator's performance thereof on an on-going basis, in any manner that Client or United deem appropriate for compliance with United's or the Client's obligations to applicable Government Authorities. The rights specifically reserved for United and the Clients under this Section 9.3 shall not relieve Administrator or any facility location identified on **Exhibit B** from its obligations under the Agreement.

10. ADDITIONAL REGULATORY REQUIREMENTS

10.1 Credentialing. Administrator represents, warrants, and covenants that Administrator regularly monitors and provides oversight of the operations at each of its facility locations and their pharmacists and maintains a credentialing program for itself and each of its facility locations. Administrator agrees that United and the Clients have the right to monitor and oversee Administrator's credentialing program. Accordingly, upon reasonable advance notice, Administrator will provide United or Clients with on-site access to all records maintained by Administrator relating to the credentialing of each Pharmacy and all pharmacists which provide Covered Prescription Services to Members or, at United's election, Administrator shall provide United with copies of such records (including then-current credentialing policies and procedures) and/or certifications of Administrator's compliance with this Section. Notwithstanding the foregoing, Administrator acknowledges that United or Clients may independently verify licenses, insurance coverage, and any debarment or disciplinary action related to all pharmacists who provide Covered Prescription Services to Members, as such verifications may be required of United or Clients by state or federal laws or otherwise.

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10.2 Compliance.

10.2.1 Administrator's Compliance Program. Administrator represents, warrants, and covenants that Administrator does and shall through the Term hereof maintain a compliance monitoring program pursuant to which the Administrator, on no less frequently than an annual basis, verifies the licenses, insurance coverage, and any disciplinary action related to all facilities and personnel utilized by Administrator to provide Covered Prescription Services to Members. Administrator agrees to provide updated information relating to such matters to United within thirty (30) days following a chance in any such information (including the addition of a new facility location) and, in any event, no less frequently than quarterly.

10.2.2 Debarment. Administrator represents, warrants, and covenants that neither the Administrator nor, to the best of Administrator's knowledge, any facility location, pharmacist, subcontractor, or other personnel furnishing (or which will furnish) Covered Prescription Services to Members have been or will be (i) listed as debarred, excluded, or otherwise ineligible for participation in federal health care programs or (ii) convicted of a criminal felony. If at any time Administrator becomes aware of any violation of this representation and warranty, Administrator shall notify United immediately in writing and shall prevent such personnel or facility location from providing Covered Prescription Services to Members. If Administrator itself becomes debarred, excluded or otherwise ineligible or if Administrator has not taken the actions required of it in the preceding sentence, the United may immediately terminate this Agreement upon written notice to Administrator without liability to United or Clients or take such other corrective or remedial actions as United reasonably believes is appropriate.

10.2.3 Compliance with Regulatory Laws. Administrator acknowledges and understands that United and Clients may be licensed or authorized under, or subject to, state and federal Laws or Regulations. Administrator shall familiarize itself and each facility location with any state or federal regulatory laws applicable to the provision of Covered Prescription Services to Members and shall abide by all such applicable laws. Without limiting the generality of the foregoing, if a provision is required to be included in this Agreement by Laws or Regulations or related guidances applicable to United or any one or more Clients, then United may amend this Agreement upon no less than thirty (30) days prior written notice to Administrator to include such provision within this Agreement to apply to United and/orthe Client or Clients which requires the inclusion of such provision.

10.2.4 General Compliance with Applicable Laws and Regulations. Administrator shall be responsible for determining and complying with all Laws and Regulations applicable to the furnishing of the Covered Prescription Services and its performance of this Agreement. If a Party's performance as required under this Agreement is prohibited by or in conflict with any applicable Laws and Regulations, then the Party whose performance is owed or required shall be required to perform, but only to the extent permitted by such applicable Laws and Regulations. Any provisions now or hereafter required to be included in this Agreement by applicable laws and regulations or by any other Government Authority of competent jurisdiction shall be binding upon and enforceable against the Parties hereto and be deemed incorporated herein, irrespective of whether or not such Laws and Regulations are expressly provided for in this Agreement.

10.3 Reports. Administrator shall provide United with any report(s) which United may reasonably request in a format, via a medium, and at a frequency reasonably determined by United or Clients or as otherwise required by applicable Laws and Regulations. To the extent that such reports are required for compliance with applicable laws and regulations, Administrator shall certify as to the accuracy and validity of the data in the report prior to each report's submission to United.

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10.4 Licensure and Permits.

10.4.1 Licensure. Administrator shall be licensed and/or certified to conduct business as a pharmacy as required in all fifty (50) states, the District of Columbia, and the five (5) United States Territories; unless United provides written notification that neither United nor any Client is providing service to such state or territory. Administrator shall provide proof of licensure and/or certification in all states, the District of Columbia, and the United States Territories that require such licensure or certification upon execution of this Agreement and thereafter on an annual basis for each of the locations identified on **Exhibit B**. If at anytime any one or more of Administrator's licenses or certifications is revoked or otherwise limited, Administrator shall notify United immediately, but no later than three (3) business days of such revocation or limitation. Administrator shall be solely financially responsible for all costs, fees, and taxes associated with securing and maintaining any required licenses and certification.

10.4.2 Pharmacist and Employee Compliance. Administrator shall ensure that all pharmacists who are employed or contracted by Administrator and who dispense Covered Prescription Services to Members are properly licensed to practice and are appropriately insured. Administrator shall verify licensure status of each pharmacist on at least an annual basis. Administrator shall also ensure that all its employees and contractors, including pharmacists, perform their duties in accordance with the applicable standards of professional ethics and practice. Administrator will notify United within two (2) days of any suspension, revocation, condition, limitation, qualification or other restriction on any pharmacist-in-charge's license.

10.5 Federal Policies; Flow Down Provisions. Because Administrator is furnishing Covered Prescription Services to Members that are the subject of a contract between United or the applicable Client and a Government Authority, the following obligations are imposed upon Administrator: Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d *et seq*.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 793 and 794); Title IX of the Education Amendments of 1972, as amended (20 USC § 1681 *et seq*.); Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (41 USC § 9849); the Americans with Disabilities Act (42 USC § 12101 *et seq*); and the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.); and the Vietnam Era Veterans Readjustment Assistant Act (38 USC § 4212); together with all applicable implementing regulations, rules, guidelines and standards as from time to time are promulgated thereunder by applicable Government Authorities.

10.6 Equal Opportunity Employer. United and the Clients are equal opportunity employers. As such, the provisions of Executive Order 11246, as amended (Equal Opportunity/Affirmative Action), 38 USC §4212, as amended, (Vietnam Era Veterans Readjustment Act), and Section 503 of the Rehabilitation Act of 1973, as amended (Handicapped Regulations), together with the implementing regulations (found at 41 CFR §§ 60-1, & 60-2, 41 CFR § 60-250, and 41 CFR § 60-741, respectively), rules, guidelines and standards as from time to time are promulgated thereunder by applicable Government Authorities, are incorporated by reference into this Agreement, and Administrator agrees to abide by the foregoing provisions that, as a contractor of these equal opportunity employers, are applicable to Administrator.

10.7 Non-Discrimination. Administrator shall provide services to Members in the same manner and in accordance with the same standards as Administrator provides services to its other customers. Administrator shall not discriminate against any Member in its provision of Covered Prescription Services for any reason, including, but not limited to, race, sex, color, religion, national origin, age, physical or mental handicap, health status, sexual preference or status as a Member.

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10.8 Member Claims and Grievances. Administrator shall promptly notify United of receipt of any claims, including professional liability claims, filed or asserted by a Member against Administrator and/or any pharmacist employed or contracted by Administrator. Administrator shall provide as soon as possible information regarding the claim as reasonably requested by United and/or Client. In addition, Administrator shall cooperate with United and/or the applicable Client in identifying, processing and resolving all Member complaints, grievances and appeals.

10.9 Hernandez Settlement Compliance. As applicable, Administrator shall comply with the requirements of the Settlement Agreement to Hernandez, et al. v. Medows (case number 02-20964 Civ-Gold/Simonton).

11. DISPUTE RESOLUTION.

11.1 The Parties will work in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope, or termination of this Agreement or any term thereof.

11.2 If the Parties are unable to resolve any such Dispute within sixty (60) days following the date one Party sent written notice of the Dispute to the other Party, and if either Party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see http://www.adr.org). Unless otherwise agreed to in writing by the Parties, the Party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the Dispute in any forum.

11.3 Any arbitration proceeding under this Agreement shall be conducted in Hennepin County, Minnesota. The arbitrator(s) may construe or interpret, but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief.

11.4 The Parties expressly intend that any dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the Dispute. The Parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

11.5 If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Administrator before Administrator may invoke any right to arbitration under this Section 11.

11.6 The decision of the arbitrator(s) on the points in Dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The Parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

11.7 In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid, or unenforceable, such unlawfulness, invalidity, or unenforceability shall not serve to invalidate any other part of this Section or this Agreement. In the event any court determines that this arbitration proceeding is not binding or otherwise allows litigation involving a Dispute to

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proceed, the Parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

11.8 This Section 11 governs any dispute between the Parties arising before or after execution of this Agreement, and shall survive any termination of this Agreement.

12. GENERAL TERMS.

12.1 Entire Agreement. This Agreement (including the Addenda, Exhibits and Schedules attached hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties with respect to the subject matter hereof. All such Addenda, Exhibits and Schedules, as the same may be amended from time to time, are incorporated herein by reference and made a part hereof.

12.2 Amendment. This Agreement may only be amended in a writing signed by both Parties, except that this Agreement may be unilaterally amended by United upon written notice to Administrator for any purpose, including, but not limited to compliance with applicable regulatory requirements. United will provide at least thirty (30) days notice of any such amendment, unless a shorter notice period is necessary in order to accomplish regulatory compliance. In addition, the Parties acknowledge and agree that any amendment to or assignment of this Agreement that relates to AmeriChoice of New Jersey, Inc. as listed on **Exhibit A** attached hereto is subject to prior approval by the New Jersey Department of Banking and Insurance. The Parties agree to provide the New Jersey Department of Banking and Insurance with thirty (30) days prior written notice of any such amendments or assignments. The Parties further acknowledge and agree that if any change, modification or amendment of this Agreement applies to United Healthcare Insurance Company listed on **Exhibit A** attached hereto, the Parties will obtain, in accordance with applicable Laws and Regulations, the Connecticut Insurance Department's prior consent to such change, modification of amendment.

12.3 Waivers. The failure of any Party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of such Party with respect thereto shall continue in full force and effect.

12.4 Notices. All notices, requests, consents, demands and other communications hereunder (collectively, "Notices") shall be in writing, addressed to the receiving Party's address as set forth below or to such other address as a Party may designate by notice hereunder, and either (i) delivered by hand, (ii) sent by a nationally recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid:

If to Administrator/Company:

OptumRx, Inc.
1600 McConnor Parkway, 6th Floor
Schaumburg, IL 60173-6801
Attn: Chief Executive Officer

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Copy to:

OptumRx, Inc.
1600 McConnor Parkway, 6th Floor
Schaumburg, IL 60173-6801
Attn: General Counsel

If to United:

United Healthcare Services, Inc.
c/o United Healthcare Community & State
9701 Data Park Drive
MN 006-W1000
Minnetonka, Minnesota 55343
Attn: Chief Executive Officer

Copy to:

United Healthcare Services, Inc.
c/o United Healthcare Community & State
9701 Data Park Drive
MN 006-W1000
Minnetonka, Minnesota 55343
Attn: General Counsel

12.5 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that this Agreement may be assigned by United to any of United's Affiliates upon written notice to Administrator.

12.6 Relationship of the Parties. The sole relationship between the Parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the Parties.

12.7 Force Majeure. In the event that any Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the Party invoking this Section, and if such Party shall have used commercially reasonable efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

12.8 Binding Effect; Third Party Beneficiaries. The statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be construed to create any rights or obligations except among the Parties hereto; no person or entity shall be regarded as a third party beneficiary of this Agreement.

12.9 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of Minnesota, without giving effect to the conflict of law principles thereof.

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12.10 Severable Provisions; Headings. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in that jurisdiction. The headings of paragraphs in this Agreement are for convenience and reference only and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date written below.

OPTUMRx, INC.,
a California corporation

By: DocuSigned by: Jeffrey Grosklags 13B02EB7E323416...

_____P

rint Name: Jeffrey Grosklags Title:

CFO_____

UNITED HEALTHCARE SERVICES, INC.,
a Minnesota corporation

By: DocuSigned by: Lisa Iverson 0D59087544FE44A...

_____

Print Name: Lisa Iverson

Title: UHCCS CFO_____

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EXHIBIT A

UNITED'S AFFILIATED HEALTH PLANS AND THE GOVERNMENT PROGRAMS THEY ADMINISTER

United Affiliates	
Health Plan	**Government Program Administered**
UnitedHealthcare of Pennsylvania, Inc.	Medicaid, CHIP (Pennsylvania)
UnitedHealthcare Community Plan of Ohio, Inc.[4]	Medicaid (Ohio)
UnitedHealthcare of the Mid-Atlantic, Inc.	Medicaid (Maryland)
UnitedHealthcare of New York, Inc.[5/]	Medicaid, CHIP (New York)
UnitedHealthcare Plan of the River Valley, Inc.	Medicaid (Iowa), CHIP (Iowa)
UnitedHealthcare of Florida, Inc.	Medicaid, CHIP , MLTC (Florida)
UnitedHealthcare of New England, Inc.	Medicaid (Rhode Island)
UnitedHealthcare of the Midlands, Inc.	Medicaid (Nebraska)
Arizona Physicians IPA, Inc.	Medicaid, CHIP, DD, CRS, MLTC (Arizona)
UnitedHealthcare Insurance Company	Medicaid (Hawaii) Fully Integrated Medicare/Medicaid (Massachusetts) – Senior Care Options (SCO – Medicaid Medicaid, LTC, StarKids (Texas)
UnitedHealthcare of New Mexico, Inc.	Medicaid, CHIP, LTC (New Mexico)
UnitedHealthcare Community Plan, Inc.[6]	Medicaid, CHIP (Michigan)
UnitedHealthcare of Mississippi, Inc.	Medicaid (a/k/a CAN) and CHIP (Mississippi)
AmeriChoice of New Jersey, Inc.	Medicaid, CHIP, MLTC (New Jersey)

[4] This company was formerly known as Unison Health Plan of Ohio, Inc. until it changed its name effective April 1, 2011.

[5/] As required by New York law, United and Administrator may enter into (i) an Independent Practice Association Agreement, and (ii) a Management Agreement, each of even date herewith, setting forth the prescription drug benefit administration services to be provided by Administrator to United Healthcare of New York, Inc.

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United Affiliates	
Health Plan	**Government Program Administered**
UnitedHealthcare Community Plan of Texas, LLC	Medicaid, CHIP (Texas)
UnitedHealthcare of Washington, Inc.	Medicaid, CHIP (Washington)
UnitedHealthcare of the Midwest, Inc.	Medicaid (KanCare), CHIP (Kansas)
UnitedHealthcare Community Plan of California, Inc.	Medicaid/Medi-Cal (California)
Unison Health Plan of Delaware, Inc.	Medicaid, LTC (Delaware)
UnitedHealthcare of Louisiana, Inc.	Medicaid, CHIP (Louisiana)

EXHIBIT B

MAIL ORDER FACILITY LOCATION LISTING

Pharmacy	Contract Legal Entity Name	Physical Address	Billing/Remit Address	NPI#	NABP / NCPDP#	FTIN#
Jeffersonville, IN	BriovaRx of Indiana, LLC	1050 Patrol Road Jeffersonville, IN 47130-7750	BriovaRx of Indiana, LLC 28137 Network Place Chicago, IL 60673-1281	1770983884	1565398	46-2731176
Las Vegas, NV	BriovaRx of Nevada	8350 Briova Drive Las Vegas, NV 89113	BriovaRx of Nevada 8350 Briova Drive Las Vegas, NV 89113	1437526316	2993942	45-2532834
Carlsbad, CA	OptumRx, Inc.	2858 Loker Avenue East, Suite 100 Carlsbad, CA 92010	OptumRx, Inc. P.O. Box 509075 San Diego, CA 92150-9075	1497704431	0556540	33-0441200
Overland Park, KS	OptumRx, Inc.	6800 W 115th Street, Suite 600 Overland Park, KS 66211-2417	OptumRx, Inc. P.O. Box 509075 San Diego, CA 92150-9075	1669498515	1718634	33-0441200

EXHIBIT C

PRESCRIPTION DRUG CONTRACTED RATE

OptumRx Mail Service		
[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]
	[redacted]	

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EXHIBIT E

STATE REGULATORY REQUIREMENTS

The following Exhibits set forth certain state regulatory requirements that will apply only in the specific states identified on each Exhibit.

See attached **Exhibit E-1** INTENTIONALLY DELETED.

See attached **Exhibit E-2** for Ohio regulatory requirements.

See attached **Exhibit E-3** for Pennsylvania regulatory requirements.

See attached **Exhibit E-4** INTENTIONALLY DELETED.

See attached **Exhibit E-5** for Maryland regulatory requirements.

See attached **Exhibit E-6** for Rhode Island regulatory requirements.

See attached **Exhibit E-7** for Florida regulatory requirements.

See attached **Exhibit E-8** for Iowa regulatory requirements.

See attached **Exhibit E-9** for Nebraska regulatory requirements.

See attached **Exhibit E-10** for Arizona regulatory requirements.

See attached **Exhibit E-11** for Mississippi regulatory requirements.

See attached **Exhibit E-12** for Hawaii regulatory requirements.

See attached **Exhibit E-13** for Michigan regulatory requirements.

See attached **Exhibit E-14** for New Mexico regulatory requirements.

See attached **Exhibit E-15** for Massachusetts regulatory requirements.

See attached **Exhibit E-16** for New Jersey regulatory requirements.

See attached **Exhibit E-17** for Texas regulatory requirements.

See attached **Exhibit E-18** for Washington regulatory requirements.

See attached **Exhibit E-19** for Kansas regulatory requirements.

See attached **Exhibit E-20** for California regulatory requirements.

See attached **Exhibit E-21** for Delaware regulatory requirements.

See attached **Exhibit E-22** for Louisiana regulatory requirements.

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EXHIBIT E-1

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EXHIBIT E-2

OHIO REGULATORY REQUIREMENTS

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EXHIBIT E-3

PENNSYLVANIA REGULATORY REQUIREMENTS

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EXHIBIT E-4

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EXHIBIT E-5

MARYLAND REGULATORY REQUIREMENTS

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EXHIBIT E-6

RHODE ISLAND REGULATORY REQUIREMENTS

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EXHIBIT E-7

FLORIDA REGULATORY REQUIREMENTS

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EXHIBIT E-8

IOWA REGULATORY REQUIREMENTS

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EXHIBIT E-9

NEBRASKA REGULATORY REQUIREMENTS

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EXHIBIT E-10

ARIZONA REGULATORY REQUIREMENTS

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EXHIBIT E-11

MISSISSIPPI REGULATORY REQUIREMENTS

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EXHIBIT E-12

HAWAII REGULATORY REQUIREMENTS

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EXHIBIT E-13

MICHIGAN REGULATORY REQUIREMENTS

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EXHIBIT E-14

NEW MEXICO REGULATORY REQUIREMENTS

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EXHIBIT E-15

MASSACHUSETTS REGULATORY REQUIREMENTS

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EXHIBIT E-16

NEW JERSEY REGULATORY REQUIREMENTS

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EXHIBIT E-17

TEXAS REGULATORY REQUIREMENTS

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EXHIBIT E-18

WASHINGTON REGULATORY REQUIREMENTS

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EXHIBIT E-19

KANSAS REGULATORY REQUIREMENTS

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EXHIBIT E-20

CALIFORNIA REGULATORY REQUIREMENTS

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EXHIBIT E-21

DELAWARE REGULATORY REQUIREMENTS

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EXHIBIT E-22

LOUISIANA REGULATORY REQUIREMENTS

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EXHIBIT F

BUSINESS ASSOCIATE ADDENDUM

AMENDED AND RESTATED BUSINESS ASSOCIATE AGREEMENT

This Amended and Restated Business Associate Agreement ("BAA") is incorporated into and made part of the services agreements (collectively, the "Agreement"), by and between OptumRx, Inc. ("Business Associate"), and United HealthCare Services, Inc. ("Covered Entity"), on behalf of themselves and their subsidiaries and affiliates, that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

1. DEFINITIONS

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

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

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

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

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

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

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

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

2.3 without unreasonable delay, and in any event on or before ten days after its Discovery, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

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

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

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

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

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

3. RESPONSIBILITIES OF COVERED ENTITY. Covered Entity:

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

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

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

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

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

4. PERMITTED USES AND DISCLOSURES OF PHI. Business Associate may:

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

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

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

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

4.8 use and disclose PHI for Covered Entity's health care operations purposes in accordance with the Privacy Rule.

5. TERMINATION

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

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

The parties have accepted and agreed to this BAA.

United HealthCare Services, Inc.

By: DocuSigned by: T. Jeffrey Putnam 04BC44C4EAE64C3...

Name: T. Jeffrey Putnam

Title: UHC CFO

Date: 2/23/17

OptumRx, Inc.

By: DocuSigned by: Jeff Grosklags 13B02EB7E323416...

Name: Jeff Grosklags

Title: CFO

Date: 2/23/17

EXHIBIT G

SERVICE LEVEL STANDARDS

Standard	Service Level to be Achieved (measured monthly)
Eligibility – Turnaround Time	Administrator will load all error free eligibility update files within one (1) business day or full files within seventy-two (72) hours of receipt by Administrator. Administrator will use its commercially best efforts to load any files received outside of contractual parameters. All such non-contractual files, if error free, and after United approval, will be loaded within four (4) business days of receipt and approval.
Eligibility Updates – Online	Administrator will give designated members on United team access to the claims system and allow for last minute eligibility changes. These changes can be effective immediately or set up with a future effective date. Administrator will provide United with training, set up the accounts, so that United can be successful in getting the Members that missed the eligibility cut off into the system.
Call Center Standards • **Mail Order** • **Pharmacy Help Desk (for United dedicated toll free numbers)**	Average Speed of Answer (ASA): Answer 80% of calls within 30 seconds or less. ASA means the time that it takes to get an inbound call to a "live" call center representative prior to the caller being put on a call queue. Abandonment Rate: Less than or equal to 5% Bilingual Representatives: Administrator must have capabilities to provide services to non-English speaking and hearing-impaired Members. Hours of operation: Administrator's call center shall operate and be staffed with "live" representatives to receive inbound calls twenty-four (24) hours per day, seven (7) days per week. In addition, Administrator must have a pharmacist available twenty-four hours per day, seven (7) days per week.
Implementation	For new business implementation, when United submits the benefit and formulary requirements to the Administrator 90 days prior to the go-live date, the Administrator will complete the benefits and formulary coding and provide UAT testing 15 days before the go-live date. This service level standard does not apply to benefit and formulary requirements United submits less than 90 days before the go-live date. For state mandated formularies, when requests are submitted outside of these timelines, Administrator will make best efforts to complete the coding in the requested timeframe.
Network On-line Availability (claims adjudication system)	Administrator's on-line claims adjudication system will be available and "up" at least 99% of the time, except for scheduled maintenance and telecommunication failures.
Administrator System Response Time	Within three (3) seconds
Mail Service Accuracy	99.9%
System Benefit Set-up Response	Standard Changes: Within six (6) business days includes UAT delivery at day 5 Quarterly Formulary Updates: Within twelve (12) business days including UAT testing delivery at day 10. Texas state changes: Within two (2) business days of receipt of the final

Standard	Service Level to be Achieved (measured monthly)
	requirements. Certain changes cannot be made until their effective date. The configuration and UAT associated with these changes will be performed on or after the effective date.
Mail Service Turnaround	Clean mail order prescription orders will be shipped within an average of three (3) business days following receipt. For mail order prescription orders requiring intervention, prescriptions will be shipped with an average of five (5) business days following receipt.
Reporting	Administrator shall provide United with the Reports specified on **Exhibit H**. Availability of Reports: Reports requested by United under the Agreement will be available on-line within ten (10) business days after the applicable semi-monthly billing cycle, except the Audit Reporting which will be available thirty (30) days after the end of the month being reported.
Claims Processing Turnaround Time	Clean Claims: Clean Claims, including paper claims and requests for direct Member reimbursements shall be paid within thirty (30) calendar days following receipt, or lesser period as established by applicable Laws and Regulations or state contract. Non-Clean Claims: All other Prescription Claims (including paper claims and requests for direct Member reimbursement) shall be paid or denied within sixty (60) calendar days following receipt or lesser period as established by applicable Laws and Regulations or state contract. Claims History Files: Claims history files will be submitted to United on a twice-monthly basis within five (5) days of the cycle close for purposes of data warehousing and analytical purposes. (United has option of requesting a monthly cycle in lieu of a twice monthly cycle). While submitting prescription claims data to other required entities, such as SPAP, state Medicaid programs, employer groups, etc. is generally done by United, Administrator will provide supplemental support as requested to the extent that requests are reasonable and achievable (i.e. consistent with United requirements listed above).
Claims Payment Accuracy Rate	99% of all Prescription Drug Claims paid with no errors
Retail Pharmacy on-site Audits	On site audits will be conducted on no less than 4% (four percent) of high volume pharmacies of the auditable base network for claims processed across the entire Administrator book of business in the prior year. For purposes of this standard, "high volume pharmacies" are pharmacies with at least $250,000 or greater in annual billing for the prior year.
PAS Guideline Implementation Turnaround Time	Urgent requests (not to exceed 3 per month): complete guidelines (submitted with state documentation) and release to production within fifteen (15) days of the submission date, consistent with OptumRx release cycles. Routine requests: complete guidelines and release to production within thirty (30) days of the submission date, consistent with OptumRx release cycles.
PAS Letter Template Turnaround Time	Urgent requests (not to exceed 5 per month): complete letter template changes (which require no IT development) within fifteen (15) days of the submission

Standard	Service Level to be Achieved (measured monthly)
	date. Routine requests: complete letter template changes (which require no IT development) within thirty (30) days of the submission date.
Prior Authorization Fax Indexing	The average time (calculated monthly) to complete fax indexing will not exceed two (2) hours. No fax will exceed six (6) hours from the time of receipt to the completion of indexing.

The above performance standards are subject to the definitions and limitations defined by Administrator. Guarantees to be monitored internally and reported annually to clients upon customers' prior written request.

EXHIBIT H

REPORTS

As part of its reporting obligations, Administrator will submit the following reports to United. The form and content of the reports set forth below shall be based Administrator's standard reports. Subject to Section 1.6 of the Agreement, United may upon sixty (60) days prior written notice, including by electronic means, provide Administrator with a request for an additional report or an alternative report format and Administrator shall use commercially reasonable efforts to provide such information. If Administrator is unable to provide the requested information in the form required by United, Administrator shall notify United and the parties shall work in good faith to reach an agreement on an alternative format.

A. Monthly Reports:

1. **Rebate Reporting**: In addition to monthly rebate reporting described in Section 6.3(c) of Exhibit C, Administrator shall provide United with rebate information that will include, at minimum per plan at the group level, the drug name, the drug NDC, manufacturer, prescription totals, total paid amount, rebates invoiced, AWP of claims invoiced, WAC of claims invoiced, total rebates, and rebates per prescription.
2. **Audit Reporting**: Administrator shall provide monthly and quarterly reports on its audit activity related to United as described in Section 3.7 of Exhibit C.
3. **Call Center for Mail Order Pharmacy and Pharmacy Help Desk Performance Reporting**
4. **Network Performance Reporting**: Administrator shall provide United with a report on its pharmacy network including the following information: (1) the number of pharmacies in the network by type (retail, LTC, mail, etc.); (2) percentage off AWP; (3) average dispensing fee; (4) utilization by the top 20 pharmacies in each pharmacy type; (5) usual & customary utilization; and (6) cost reporting by contracted pharmacy; (7) comprehensive network file as described in Section 3.1(a) of Exhibit C.
5. **Mail Order Performance and Turn Around Time Reporting**
6. **Generic Pricing (MAC list) Reporting**: Administrator shall supply at least monthly and as updated, the complete MAC pricing list applied to United plan utilization.
7. **Clinical Program Reporting**
8. **Claim Performance Standard Reporting**
9. **DMR/Paper Claim Performance Standard Reporting**
10. **Claim Transactions Paid, Rejected, Denied, and Top Reject Reason Reporting**
11. **Regulatory Reporting**: Administrator shall provide to United all reports necessary for United to comply with applicable state reporting requirements, as specified by the regulatory addenda set forth in Exhibit E to this Agreement, to the extent such reports relate to transactions and services provided pursuant to this Agreement. In addition, where a state Governmental Authority requires that Medicaid subcontractors submit such reports directly to the state, Administrator will submit such reports directly to the applicable state Governmental Authority.
12. **Data and Analytics Reporting**
13. **Terminated Pharmacy Report** (includes pharmacy name, state, NCPDP, NPI, term date and reason for term). This is an aggregate report, not plan specific.

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14. Reporting as needed to support measurement of Service Level Standard specified in Exhibit G.

B. **Quarterly Reports**:

1. **Quarterly program summary by plan**.

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EXHIBIT I

FUNCTIONAL ASSESSMENT AND IMPROVEMENT REVIEW ("FAIR") PROCESS

1. **Regulatory Approval and Filing**. In the event United is required to file the Agreement with federal, state or local governmental authorities, United shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to the Agreement, Administrator agrees to cooperate with United in preparing the response to the governmental authority.

2. **Delegation and Oversight**. In compliance with the delegation and oversight obligations imposed on United under its contracts with state and/or federal regulatory agencies, United reserves the right to revoke any functions or activities delegated to Administrator under the Agreement, if in United's reasonable judgment Administrator's performance under the Agreement does not comply with United's obligations under its government contracts. This right shall be in addition to United's termination rights under the Agreement if the noncompliance has not been cured within thirty (30) days following the United's written notice of the Administrator.

3. **Offshoring**. Unless prior notification is provided to United in writing by Administrator, any work performed under the Agreement shall be performed from location(s) in the fifty (50) United States. Administrator shall comply with, all applicable offshoring regulations, requirements or restrictions, including any applicable security controls. The parties agree that any offshoring restrictions or requirements may be updated at any time to comply with applicable law and any other requirements.

4. **Regulatory Amendment**. United may unilaterally amend this Exhibit to comply with applicable regulatory requirements required under law. Upon United's notification of such requirements, United will provide notice to Administrator. If such regulatory amendment materially affects the position of either party or renders it illegal for a party to continue to perform under the Agreement in a manner consistent with the parties' intent, then the parties shall negotiate further amendments to this Exhibit or the Agreement as necessary to correct any inequities, to the greatest extent possible. Prior to the implementation of such modifications, the parties shall negotiate in good faith additional fees and costs owed by United for such additional services.

5. **Subcontractors**. To the extent required by any regulatory agency governing any Medicaid or other governmental benefit plans (as may be set forth in an Appendix or Exhibit) or any accrediting agency, Administrator shall provide notice to United prior to any subcontracting of its responsibilities under this Exhibit.

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EXHIBIT K

ADHERENCE AND REFILL REMINDER PROGRAM

Adherence & Refill Reminder Programs – UnitedHealthcare Community and State

This Exhibit K ("Exhibit") incorporates the terms whereby Administrator shall administer the Adherence Program and the Refill Reminder Program interventions on behalf of United.

Purpose and Scope of Consulting Services:

This Exhibit details the parameters for the provision of services for the Adherence Program and Refill Reminder Program interventions for United. The purpose of these programs is to identify and provide non-adherent members with refill reminder interventions, and reminder messaging services, while engaging providers with the goal of increasing adherence to chronic medications. As such, both parties mutually agree that Administrator will provide the below services for the fee stated in **Exhibit C-1, et seq**., as applicable, to be paid by United. Should United require changes in the scope of services, both parties will agree to work together in good faith to address any requested changes.

Description of the Services:

Program 1: Adherence Program

Component	**Description**
Program Objective	Increase member medication adherence by notifying providers when their patients are non-adherent to a chronic medication
Intervention Type	Provider interventions

Program 2: Refill Reminder Program

Component	**Description**
Program Objective	Increase member medication adherence to a chronic medications through telephonic refill reminders
Intervention Type	Member interventions

Attachment 2.4.10.3 Appendix F - OptumRx, Inc. - Executed Contract
44002605.4

THIRD AMENDMENT TO THE THIRD AMENDED AND RESTATED PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT

This Third Amendment ("Third Amendment") to the Third Amended and Restated Prescription Drug Benefit Administration Agreement is made and entered into effective as of July 1, 2018, unless otherwise stated herein ("Effective Date") by and between OptumRx, Inc. ("Administrator"), and United Healthcare Services, Inc., on behalf of itself and certain of its Affiliates identified on Exhibit B ("United"). Administrator and United may also be referred to in this Third Amendment individually as "Party" and collectively as the "Parties."

PREMISES

A. Administrator and United are parties to that certain Third Amended and Restated Prescription Drug Benefit Administration Agreement, effective November 1, 2016, as amended (the "Agreement").

B. Administrator and United desire to amend the Agreement as set forth in this Third Amendment.

C. Capitalized terms used but not otherwise defined in this Third Amendment will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. Exhibit B, is hereby deleted in its entirety and replaced with the Exhibit B attached to this Third Amendment.

2. Exhibit C-1 is hereby deleted in its entirety and replaced with the Exhibit C-1 attached to this Third Amendment.

3. Effective May 1, 2018, Exhibit C-2 for Kansas Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-2 attached to this Third Amendment.

4. Exhibit C-3 for Mississippi CAN Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-3 attached to this Third Amendment.

5. Exhibit C-4 for California Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-4 attached to this Third Amendment.

6. Effective May 1, 2018, Exhibit C-5 for Iowa Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-5 attached to this Third Amendment.

7. Effective May 1, 2018, Exhibit C-6 for Louisiana Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-6 attached to this Third Amendment.

8. Exhibit C-7 for Pennsylvania Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-7 attached to this Third Amendment.

9. Effective May 1, 2018, Exhibit C-8 for Texas Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-8 attached to this Third Amendment.

10. Exhibit C-9 for Virginia Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-9 attached to this Third Amendment.

11. Exhibit C-9 for Rocky Mountain Health Maintenance Organization, Inc., is hereby deleted in its entirety and replaced with Exhibit C-11 attached to this Third Amendment. All references to Exhibit C-9 for Rocky Mountain Health Maintenance Organization, Inc., shall be replaced with Exhibit C-11.

12. Exhibit C-10 for Nebraska Medicaid is hereby deleted in its entirety and replaced with the Exhibit C-10 attached to this Third Amendment.

13. Exhibit E-5 for Maryland Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-5 attached to this Third Amendment.

14. Exhibit E-9 for Nebraska Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-9 attached to this Third Amendment.

15. Exhibit E-10 for Arizona Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-10 attached to this Third Amendment.

16. Exhibit E-11 for Mississippi Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-11 attached to this Third Amendment.

17. Exhibit E-16 for New Jersey Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-16 attached to this Third Amendment.

18. Exhibit E-17 for Texas Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-17 attached to this Third Amendment.

19. Exhibit E-22 for Louisiana Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-22 attached to this Third Amendment.

20. Exhibit E-23 for Virginia Regulatory Requirements is hereby deleted in its entirety and replaced with the Exhibit E-23 attached to this Third Amendment.

21. Except as otherwise amended by this Third Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect. In the event there is any inconsistency or conflict between the provisions of this Third Amendment and those of the Agreement, the provisions of this Third Amendment shall supersede and control.

22. This Third Amendment may be executed in one or more counterparts, including by facsimile signature, any one of which need not contain the signatures of more than one party, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS HEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized officers or representatives as of the Third Amendment Effective Date.

UNITED:
United HealthCare Services, Inc.,
a Minnesota corporation

By: DocuSigned by: T. Jeffrey Putnam 04BC44C4EAE64C3...

Print Name: T. Jeffrey Putnam

Title: UHC CFO

Date: 8/13/2018

ADMINISTRATOR:
OptumRx, Inc.,
a California corporation

By: DocuSigned by: Jeffrey Grosklags 13B02EB7E323416...

Print Name: Jeffrey Grosklags

Title: CFO

Date: 8/12/2018

EXHIBIT B

UNITED'S AFFILIATED HEALTH PLANS AND THE GOVERNMENT PROGRAMS THEY ADMINISTER

United Affiliates	
Health Plan	**Government Program Administered**
UnitedHealthcare of Pennsylvania, Inc.	Medicaid, CHIP (Pennsylvania)*
UnitedHealthcare Community Plan of Ohio, Inc.[1]	Medicaid (Ohio)
UnitedHealthcare of the Mid-Atlantic, Inc.	Medicaid (Maryland) Medicaid, CHIP (Virginia)*
UnitedHealthcare Plan of the River Valley, Inc.*	Medicaid (Iowa), CHIP (Iowa)
UnitedHealthcare of Florida, Inc.	Medicaid, CHIP , MLTC (Florida)
UnitedHealthcare of New England, Inc.	Medicaid (Rhode Island)
UnitedHealthcare of the Midlands, Inc.	Medicaid- Heritage Health(Nebraska)
Arizona Physicians IPA, Inc.	Medicaid, CHIP, DD, CRS, MLTC (Arizona)
UnitedHealthcare Insurance Company*	Medicaid (Hawaii) Fully Integrated Medicare/Medicaid (Massachusetts) – Senior Care Options (SCO) – Medicaid Medicaid, LTC, Star Kids (Texas) Medicaid MLTSS Commonwealth Coordinated Care Plus (CCC) (Virginia)
UnitedHealthcare of New Mexico, Inc.	Medicaid, CHIP, LTC (New Mexico)
UnitedHealthcare Community Plan, Inc.[2]	Medicaid, CHIP (Michigan)
UnitedHealthcare of Mississippi, Inc.	Medicaid (a/k/a CAN), CHIP (Mississippi)

[1] This company was formerly known as Unison Health Plan of Ohio, Inc. until it changed its name effective April 1, 2011.

[2] This company was formerly known as Great Lakes Health Plan, Inc. until it changed its name effective January 1, 2012.

United Affiliates	
Health Plan	**Government Program Administered**
AmeriChoice of New Jersey, Inc.	Medicaid, CHIP, MLTC (New Jersey)
UnitedHealthcare Community Plan of Texas, LLC	Medicaid, CHIP (Texas)
UnitedHealthcare of Washington, Inc.	Medicaid, CHIP (Washington)
UnitedHealthcare of the Midwest, Inc.	Medicaid (KanCare), CHIP (Kansas)
UnitedHealthcare Community Plan of California, Inc.	Medicaid/Medi-Cal (California)
UnitedHealthcare of Louisiana, Inc.	Medicaid, CHIP (Louisiana)
Rocky Mountain Health Maintenance Organization, Inc.	Medicaid, CHIP (Colorado)

* Note that some of these plans (as indicated by an asterisk) offer managed care products (i.e. non-government sponsored products) that are in addition to UnitedHealthcare Community & State f/k/a AmeriChoice products covered by this Agreement. Products offered by those plans that are not Community & State products are not subject to the terms and conditions of this Agreement.

EXHIBIT C-1

UnitedHealthcare Community and State – Medicaid

OPTUMRx®

UnitedHealthcare Community & State MEDICAID

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State plans unless such plan is identified on a separate exhibit or Pricing Summary. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State
Pricing Model: Traditional

Retail Pharmacy Broad Network

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]
- [redacted]
  - [redacted]
  - [redacted]

Retail Pharmacy Value Network

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]
- [redacted]

	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]
  - [redacted]
    - [redacted]
    - [redacted]

[redacted] Mail Order Pharmacy

	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]

[redacted]

- [redacted]

Rebate Management

[redacted]

Standard Services

	[redacted]	
	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Clinical Services

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted] [redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- All rates, fees, guarantees and terms in this cost proposal are applicable across all participating States in the aggregate unless such state plan is identified on a separate exhibit

EXHIBIT C-2

UnitedHealthcare Community and State – Kansas

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Kansas plans. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Kansas
Pricing Model: Pass-Through

Retail Pharmacy Broad Network

Brand and Generic Drugs	Brand Drug Pricing Source	Brand Drug Dispensing Fee	Generic Drug Pricing Source	Generic Drug Dispensing Fee
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]				

OptumRx Mail Order Pharmacy

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]				
[redacted]				
[redacted]				

Rebate Management

[redacted]

Standard Services

	Administrative Fee
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail rates are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

EXHIBIT C-3

UnitedHealthcare Community and State – Mississippi CAN

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State MississippiCAN Plan. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise .

Client: UnitedHealthcare Community & State MississippiCAN
Pricing Model: Pass-Through

Retail Pharmacy Broad Network

Brand and Generic Drugs	Brand Drug Pricing Source	Brand Drug Dispensing Fee	Generic Drug Pricing Source	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

Brand and Generic Drugs	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount	Generic Drug Dispensing Fee
[redacted]				

Specialty Pharmacy

Brand and Generic Drugs	Brand Drug Pricing Source	Brand Drug Dispensing Fee	Generic Drug Pricing Source	Generic Drug Dispensing Fee
[redacted]				

Compound Claims

- For mail order prescriptions, each ingredient in a compound will be priced at the applicable contract rate.

Rebate Management

[redacted]

Standard Services

Administrative Fee
[redacted]

Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail rates are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

EXHIBIT C-4

UnitedHealthcare Community and State – California

OPTUMRx®

UnitedHealthcare Community & State California

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State California plans. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State California
Pricing Model: Traditional

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

Retail Pharmacy Value / Custom Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[2]	Generic Drug Dispensing Fee
[redacted]				

Rebate Management

[redacted]

Standard Services

Administrative Fee
[redacted]

Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- All rates, fees, guarantees and terms in this cost proposal are applicable across all participating States in the aggregate unless such state plan is identified on a separate exhibit

EXHIBIT C-5

UnitedHealthcare Community and State – Iowa

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Iowa plans. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Iowa
Pricing Model: Pass-Through

Retail Pharmacy Broad Network

Brand and Generic Drugs	Brand Drug Pricing Source	Brand Drug Dispensing Fee	Generic Drug Pricing Source	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

Brand and Generic Drugs	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount	Generic Drug Dispensing Fee
[redacted]				

Rebate Management

[redacted]

Standard Services

Administrative Fee
[redacted]

Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail rates are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

EXHIBIT C-6

UnitedHealthcare Community and State – Louisiana

OPTUMRx®

UnitedHealthcare Community Plan of Louisiana

Pricing Summary

The following administrative fees and rates are exclusive to UnitedHealthcare Community Plan of Louisiana. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client:	UnitedHealthcare Community Plan of Louisiana
Pricing Model:	Traditional for Broad Network and Pass-Through for Local Pharmacy Network

Retail Pharmacy Broad Network

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]
- [redacted]

Louisiana Local Pharmacy Network

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]
- [redacted]

[redacted] Mail Order Pharmacy

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

- [redacted]

[redacted]

[redacted]

Rebate Management

[redacted]

Standard Services

	[redacted]	
	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Clinical Services

[redacted]

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

EXHIBIT C-7

UnitedHealthcare Community and State – Pennsylvania

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Pennsylvania plans. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client:	UnitedHealthcare Community & State Pennsylvania
Pricing Model:	Traditional

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

Retail Pharmacy Value / Custom Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

Rebate Management

[redacted]

Standard Services

Administrative Fee
[redacted]

Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- All rates, fees, guarantees and terms in this cost proposal are applicable across all participating States in the aggregate unless such state plan is identified on a separate exhibit

EXHIBIT C-8

UnitedHealthcare Community and State – Texas

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State Texas plans. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Texas
Pricing Model: Pass-Through

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

Rebate Management

[redacted]

Standard Services

Administrative Fee
[redacted]

Clinical Services

[redacted]

Additional Services

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions.

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

EXHIBIT C-9

UnitedHealthcare Community and State – Virginia

The following administrative fees and rates are exclusive to UnitedHealthcare Community and Virginia State plans. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Community & State Virginia
Pricing Model: Pass-Through

Retail Pharmacy Value Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

Rebate Management

[redacted]

Standard Services

Administrative Fee
[redacted]

Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- All rates, fees, guarantees and terms in this cost proposal are applicable across all participating States in the aggregate unless such state plan is identified on a separate exhibit

EXHIBIT C-10

UnitedHealthcare Community and State – Nebraska

The following administrative fees and rates are exclusive to UnitedHealthcare Nebraska Heritage Health plan. Rates and fees are effective upon the implementation of services. This summary represents our Traditional Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: UnitedHealthcare Nebraska Heritage Health
Pricing Model: Traditional

Retail Pharmacy Broad Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

Rebate Management

[redacted]

Standard Services

Administrative Fee
[redacted]

Clinical Services

[redacted]

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- All rates, fees, guarantees and terms in this cost proposal are applicable across all participating States in the aggregate unless such state plan is identified on a separate exhibit

EXHIBIT C-11

Rocky Mountain Health Maintenance Organization, Inc.

The following administrative fees and rates are exclusive to UnitedHealthcare Community and State plans unless such plan is identified on a separate exhibit or Pricing Summary. Rates and fees are effective upon the implementation of services. This summary represents our Pass-Through Pricing model for the Medicaid business. All rates and fees are subject to the applicable terms in this cost proposal unless stated as otherwise.

Client: Rocky Mountain Health Plan - Medicaid
Pricing Model: Pass-Through

Retail Pharmacy Standard Network

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[1]	Generic Drug Dispensing Fee
[redacted]				

OptumRx Mail Order Pharmacy

	Brand Drug Discount	Brand Drug Dispensing Fee	Generic Drug Discount[2]	Generic Drug Dispensing Fee
[redacted]				

BriovaRx Specialty Pharmacy

	Discount	Dispensing Fee
[redacted]		

Rebate Management

[redacted]	

Standard Services

	Administrative Fee
[redacted]	

Clinical Services

[redacted]

Additional Services

[redacted]

Pricing Terms

- Discounts and dispensing fees set forth above represent the guaranteed aggregate minimum effective rates. Guarantees may change due to shifts in networks being utilized. Actual rates on a claim-by-claim basis may vary depending on local market conditions

- OptumRx reserves the right to renegotiate in good faith rates and fees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided

- Retail and Mail guarantees are reconciled in the aggregate

- Discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the facilities service agreement

- All rates, fees, guarantees and terms in this cost proposal are applicable across all participating States in the aggregate unless such state plan is identified on a separate exhibit

EXHIBIT E-5

MARYLAND REGULATORY REQUIREMENTS

EXHIBIT E-9

NEBRASKA REGULATORY REQUIREMENTS

EXHIBIT E-10

ARIZONA REGULATORY REQUIREMENTS

EXHIBIT E-11

MISSISSIPPI REGULATORY REQUIREMENTS

EXHIBIT E-16

NEW JERSEY REGULATORY REQUIREMENTS

EXHIBIT E-17

TEXAS REGULATORY REQUIREMENTS

EXHIBIT E-22

LOUISIANA REGULATORY REQUIREMENTS

LOUISIANA MEDICAID AND CHIP PROGRAM

REGULATORY REQUIREMENTS APPENDIX

MEDICAL SUBCONTRACTOR

THIS LOUISIANA MEDICAID AND CHIP PROGRAM REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the agreement (the "Subcontract") between UnitedHealthcare of Louisiana, Inc. ("United") and subcontractor named in the agreement to which this Appendix is attached (the "Subcontractor").

SECTION 1
APPLICABILITY

This Appendix applies with respect to the provision of indirect or non-health care related services provided by Subcontractor under the Louisiana Healthy Louisiana and related programs (collectively, the "State Program") as governed by the State's designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Subcontract, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State to comply with federal or State regulations, United will unilaterally initiate such additions, deletions or modifications.

SECTION 2
DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Subcontract. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Subcontract is inconsistent with any definitions under the State Program, the definitions shall have the meaning set forth under the State Program.

2.1 **Agreement:** An executed contract between Subcontractor and a Provider for the provision of Covered Services to persons enrolled in the State Program(s).

2.2 **Covered Person(s):** An individual who is currently enrolled with United for the provision of services under the State Program. A Covered Person may also be referred to as an Enrollee, Member, Customer or other similar term under the Agreement and/or Subcontract.

2.3 **Covered Services:** Health care services or products for which a Covered Person is enrolled with United to receive coverage under the State Contract.

2.4 **Department or LDH:** The Louisiana Department of Health.

2.5 **Provider:** An appropriately licensed and/or certified hospital, ancillary provider, physician group, individual physician or other health care provider who has entered into an Agreement with Subcontractor for the provision of Covered Services to Covered Persons.

2.6 **State:** The State of Louisiana or its designated regulatory agencies.

2.7 **State Contract:** United's contract(s) with LDH for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the State Program.

2.8 **State Program:** The State of Louisiana's Healthy Louisiana and related programs where United provides services to Louisiana residents through a contract with the State. For purposes of this Appendix, "State Program" may refer to the State agency(ies) responsible for administering the State Program.

2.9 **Subcontract:** A written agreement between United and Subcontractor to fulfill any requirements of the State Contract.

SECTION 3
OBLIGATIONS OF SUBCONTRACTOR'S PROVIDER

The State Program, through contractual requirements and federal and State statutes and regulations, requires that providers who provide services to Covered Persons enrolled in the State Program comply with certain requirements as set forth below and elsewhere in this Appendix. As applicable, Subcontractor shall require its Providers to comply with the requirements set forth below and elsewhere in this Appendix.

3.1 Covered Services; Definitions Related to Coverage. Provider shall follow the State Contract's requirements for the provision of Covered Services. A description of the package of benefits offered by LDH under the State Program is available on the LDH website at http://www.makingmedicaidbetter.com/. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be based on the individual's medical needs and in accordance with the following definitions:

(a) Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following: (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

(b) Emergency Services: Covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish these services under 42 CFR Part 438.114(a) and § 1932(b)(2) of the Social Security Act of 1935 (42 U.S.C. § 1396u-2) and that are needed to screen, evaluate, and stabilize an Emergency

Medical Condition. Emergency Services also include services defined as such under Section 1867(e) of the Social Security Act ("anti-dumping provisions"). There are no prior authorization requirements for Emergency Services.

(c) Medically Necessary or Medical Necessity: Those health care services that are in accordance with generally accepted, evidence-based medical standards or that are considered by most physicians (or other independent licensed practitioners) within the community of their respective professional organizations to be the standard of care. In order to be considered Medically Necessary, services must be: (1) deemed reasonably necessary to diagnose, correct, cure, alleviate or prevent the worsening of a condition or conditions that endanger life, cause suffering or pain or have resulted or will result in a handicap, physical deformity or malfunction; and (2) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. Any such services must be clinically appropriate, individualized, specific and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and neither more nor less than what the recipient requires at that specific point in time. Services that are experimental, non-FDA approved, investigational, or cosmetic are specifically excluded from Medicaid coverage and will be deemed "not medically necessary."

3.2 Accessibility Standards. Provider shall provide for timely access to Covered Person appointments in accordance with the appointment availability requirements established under the State Contract and shall offer hours of operation that are no less than the hours of operation offered to commercial or non-Medicaid/CHIP members or comparable to Medicaid fee-for-service beneficiaries if Provider serves only Medicaid beneficiaries.

3.3 Antitrust. Provider assigns to the State of Louisiana any and all rights or claims it currently has or may acquire under any state or federal antitrust laws and that are attributable to any product units purchased or reimbursed through any State Program or payment mechanism, including but not limited to product units purchased or reimbursed under the state's managed Medicaid program, currently known as Louisiana Health. For purposes of this assignment clause, "Provider" shall include any direct or indirect owner to whom the right or claim to be assigned actually belongs, including any and all parents, branches, departments or subsidiaries.

SECTION 4
SUBCONTRACTOR REQUIREMENTS

4.1 Hold Harmless. Except for any applicable cost-sharing requirements under the State Contract, Subcontractor shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Contract and hold the State, the U.S. Department of Health and Human Services and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. In accordance with 42 CFR Part 447.15, as may be amended from time to time, the Covered Person is not liable to Provider or Subcontractor for any services for which United is liable and as specified under the State's

relevant health insurance or managed care statutes, rules or administrative agency guidance. Neither Subcontractor nor Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the State Contract. Subcontractor and Provider shall also be prohibited from charging Covered Persons for missed appointments if such practice is prohibited under the State Contractor applicable law. Neither the State, the Department nor Covered Persons shall be in any manner liable for the debts and obligations of United and under no circumstances shall United, or any providers used to deliver services covered under the terms of the State Contract, charge Covered Persons for Covered Services. Subcontractor and Provider shall accept the final payment made by United as payment-in-full for core benefits and services provided and shall not solicit or accept any surety or guarantee of payment from LDH or the Covered Persons(s). Covered Person shall include the patient, parent(s), guardian, spouse or any other legally or potentially legally, responsible person of the member being served.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Covered Person of the non-covered service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If United determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

4.2 Indemnification. At all times during the Agreement, Subcontractor shall, and shall ensure Provider indemnifies, defends, protects, and holds harmless LDH and any of its officers, agents, and employees from:

(a) Any claims, losses, or suits relating to activities undertaken by Subcontractor and/or Provider pursuant to the Agreement or pursuant to the State Contract;

(b) Any claims for damages or losses arising from services rendered by any contractor, person, or firm performing or supplying services, materials, or supplies for Subcontractor and/or Provider in connection with performance of the Agreement or in connection with performance of the State Contract;

(c) Any claims for damages or losses to any person or firm injured or damaged by erroneous or negligent acts, including disregard of State or federal Medicaid regulations or legal statutes, by Provider and/or Subcontractor, its agents, officers, employees, or contractors in performance of the Agreement or in performance of the State Contract;

(d) Any claims for damages or losses resulting to any person or firm injured or damaged by Subcontractor and/or Provider, its agents, officers, employees, or contractors, by Subcontractor's and/or Provider's publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, the State Contract, or by federal or State regulations or statutes;

(e) Any failure of Subcontractor and/or Provider, its agents, officers, employees, or contractors, to observe federal or State laws, including but not limited to labor laws and minimum wage laws;

(f) Any claims for damages, losses, or reasonable costs associated with legal expenses, including but not limited to those incurred by or on behalf of LDH in connection with the defense of claims for such injuries, losses, claims, or damages specified above;

(g) Any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against LDH or its agents, officers or employees, through the intentional conduct, negligence or omission of Subcontractor and/or Provider, its agents, officers, employees or contractors.

In the event that, due to circumstances not reasonably within the control of United, Subcontractor, Provider, or LDH (i.e., a major disaster, epidemic, complete or substantial destruction of facilities, war, riot or civil insurrection), United, Subcontractor, Provider, or LDH will have any liability or obligation on account of reasonable delay in the provision or the arrangement of Covered Services; provided, however, that so long as the State Contract remains in full force and effect, United shall be liable for authorizing services required in accordance with the State Contract.

4.3 Ownership and Control Information. Subcontractor shall, and shall ensure Provider complies with and submits to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.4 Record Keeping.

(a) Maintenance. In conformity with requirements under State and federal law and the State Contract, Subcontractor and Provider shall maintain an adequate record keeping system for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Covered Persons pursuant to the Agreement, including but not limited to such records as are necessary for evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement. All records originated or prepared in connection with Subcontractor's and Provider's performance of its obligations under the Agreement, including but not limited to working papers related to the preparation of fiscal reports, medical records, progress notes, charges, journals, ledgers, and electronic media, shall be retained and safeguarded by Subcontractor and Provider in accordance with the terms and conditions of the State Contract.

(b) Medical Records. Subcontractor shall, and shall ensure Provider retains medical records at the site where medical services are provided. Each Covered Person's medical record must be accurate, legible and maintained in detail consistent with good medical and professional practice which permits effective internal and external quality review and/or medical audit and facilitates an adequate system of follow-up treatment.

Subcontractor shall, and shall ensure Provider maintains the confidentiality of medical records in accordance with 42 CFR 438.224 and 45 CFR Parts 160 and 164, subparts A and E, as may be amended from time to time. Covered Persons and their representatives shall be given access to and can request copies of the Covered Person's medical records, to the extent and in the manner provided by Louisiana Revised Statutes § 40:1299.96 and 45 CFR Part 164.3524, as amended, and subject to reasonable charges. In addition, LDH or its designee shall have immediate and complete access to all records pertaining to the health care services provided to Covered Persons. Medical record requirements are further defined in the State Contract.

(c) Retention. Subcontractor shall, and shall require Provider to retain all administrative, financial and programmatic records, supporting documents, statistical records, medical records, other records of Covered Persons relating to the delivery of care or services under the State Contract, and such other records as required by LDH (whether paper or electronic) for the later of: (i) ten (10) years from the expiration date of the State Contract, including any extension(s) thereof; or (ii) for Covered Person records, for ten (10) years after the last payment was made for services provided to the Covered Person (an exception to this requirement includes records pertaining to once in a lifetime events, including but not limited to appendectomy and amputations, etc., which must be retained indefinitely and may not be destroyed); or (iii) such other period as required by law. Notwithstanding the foregoing, if the records are under review or audit or related to any matter in litigation, such records shall be retained until completion of the audit, review or litigation and resolution of all issues which arise from it or until the end of the ten (10) year period, whichever is later. If Subcontractor and/or Provider store records on microfilm or microfiche or other electronic means, Subcontractor shall, and shall ensure Provider produce, at its expense, legible hard copy records within twenty-one (21) calendar days upon the request of State or federal authorities.

The above record retention requirements pertain to the retention of records for Medicaid purposes only; other State or federal rules may require longer retention periods. Current State law (LRS 40:1299.96) requires physicians to retain their records for at least ten (10) years, commencing from the last date of treatment.

(d) Records Upon Termination. United, Subcontractor and Provider recognize that in the event of termination of the State Contract for any of the reasons described therein, Subcontractor and Provider shall immediately make available to United, in a usable form, any and all records, whether medical or financial, related to Subcontractor's and Provider's activities undertaken pursuant to the Agreement and the State Contract so that United can immediately make available the same to LDH or its designated representative. The provision of such records shall be at no expense to the Department.

4.5 Government Inspection, Audit and Evaluation

(a) By State and Federal Agencies. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH, the U.S. Department of Health and Human Services (HHS), CMS, the Office of Inspector General, the Comptroller General, the State Legislative Auditor's Office, the Louisiana

Attorney General's Office, any other State or federal entity identified by the Department, and/or designees of any of the above, shall have the right to evaluate through audit, inspection or other means, whether announced or unannounced, any records pertinent to the State Contract, including those pertaining to the quality, appropriateness and timeliness of services provided pursuant to the State Contract and the timeliness and accuracy of encounter data and practitioner claims submitted to United. Subcontractor shall, and shall require Provider to cooperate with such evaluations and, upon request by United or any of the entities listed above, assist in such reviews. In addition, the above entities and/or their designees, at any time and as often as they may deem necessary during the State Contract period and for a period of ten (10) years thereafter (including any extensions to the State Contract), shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the State Contract and any other applicable rules. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the State Contract and the reasonableness of their costs.

(b) By LDH. In addition to the above, Subcontractor shall, and shall require Provider to make its records available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of an authorized representative of LDH.

4.6 Privacy; Confidentiality. Subcontractor understands and shall require that Provider understand that the use and disclosure of information concerning Covered Persons is restricted to purposes directly connected with the administration of the State Program and shall maintain the confidentiality of Covered Person's information and records as required by the State Contract and in federal and State law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 CFR Parts 160, 162, 164, as applicable and as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including but not limited to 42 CFR §438.224, 42 CFR Part 2, and 42 CFR Part 431, Subpart F; 42 CFR Part 434 and 42 CFR 438.6 (if applicable), as may be amended from time to time.

Subcontractor will require that Provider further acknowledge that, in some cases, Provider will have access to information on individuals with whom Provider has no treatment or other relationship. In such cases Provider will abide by all requirements under HIPAA and ensure that the confidentiality of such information is fully maintained.

Access to member identifying information shall be limited by Subcontractor and/or Provider to persons or agencies that require the information in order to perform their duties in accordance with the Agreement and Subcontract, including the U.S. Department of Health and Human

Services (HHS), the Department and other individuals or entities as may be required. (See 42 CFR §431.300, et seq. and 45 CFR Parts 160 and 164.) Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Subcontractor and Provider are responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid regulations, and some other federal and State laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Subcontractor shall, and shall require Provider to notify United and the Department of any breach of confidential information related to Covered Persons within the time period required by applicable federal and State laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide United and the Department with an investigation report within the time period required by applicable federal and State laws and regulations following the discovery. Subcontractor and/or Provider shall work with United and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

4.7 Compliance with Laws, State Contract and LDH-Issued Guides. Subcontractor shall, and shall require Provider to comply with all requirements for Health Plan subcontractors set forth in the State Contract and LDH-issued guides, as well as with all applicable federal and State laws, rules, regulations and guidelines applicable to the provision of services under the State Program. The State Contract and LDH-issued guides shall be furnished to Subcontractor and Provider upon request. Subcontractor and Provider may also access these documents on the LDH website at http://www.makingmedicaidbetter.com. United also shall furnish Subcontractor and Provider (either directly or through a web portal) with United's provider manual and member handbook.

4.8 Physician Incentive Plans. In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Subcontractor agrees and shall require Provider to agree that such PIPs must comply with 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. United, Subcontractor or Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care.

4.9 Provider Selection. To the extent applicable to Subcontractor and Provider in performance of the Agreement, Subcontractor shall, and shall require Provider to comply with 42 CFR 438.214, as may be amended from time to time, which includes but is not limited to the selection and retention of providers, credentialing and recredentialing requirements, and

nondiscrimination. If United delegates credentialing to Subcontractor, United will provide monitoring and oversight and Subcontractor shall ensure that all licensed medical professionals are credentialed in accordance with United's and the State Contract's credentialing requirements.

4.10 Lobbying. Subcontractor agrees, and shall require Provider to agree to comply with the following requirements related to lobbying:

(a) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Subcontractor and/or Provider certifies to the best of Subcontractor's and Provider's knowledge and belief, pursuant to 31 U.S.C. § 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Subcontractor's and/or Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds $100,000, Subcontractor and/or Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.11 Excluded Individuals. By signing the Agreement, Subcontractor certifies, and shall require Provider to certify to the best of Subcontractor's and Provider's knowledge and belief that neither it nor any of its principals, nor any providers, subcontractors or consultants with whom Subcontractor and/or Provider contracts for items or services that are significant and material to Subcontractor's and/or Provider's obligations under the Agreement, is:

(a) excluded from participation in federal health care programs under either § 1128 or § 1128A of the Social Security Act;

(b) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549, or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Subcontractor is obligated, and shall obligate Provider to screen its employees and contractors initially and on an ongoing monthly basis to determine whether any of them have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal Health Care Programs (as defined in Section 1128B(f) of the Social Security Act). Subcontractor shall not, and shall ensure Provider shall not employ or contract with an individual or entity that has been excluded. Subcontractor shall, and shall require Provider to immediately report to United any exclusion information discovered. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that civil monetary penalties may be imposed against Subcontractor and/or Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services. Subcontractor and Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities through the following databases: LEIE at http://www.oig.hhs.gov/fraud/exclusions.asp.; the Health Integrity and Protection Data Bank (HIPDB) http://www.npdb-hipdb.hrsa.gov/index.html and the Excluded Parties List Serve (EPLS) http://www.epls.gov. United will exclude from its network any provider who has been excluded from the Medicare or Medicaid program in any state.

4.12 Cultural Competency. Subcontractor shall, and shall require Providers to deliver services in a culturally competent manner to all Covered Persons, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity, and provide for cultural competency and linguistic needs, including the member's prevalent language(s) and sign language interpreters in accordance with 42 § CFR 438.206(c)(2). Subcontractor shall and shall require Providers to ensure that effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs are provided. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (2001, as amended) and its implementing regulation at 45 C.F.R. Part 80 (2001, as amended), Subcontractor shall, and shall require Provider to take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under the Agreement.

4.13 Marketing Materials. As required under State or federal law or the State Contract, any marketing materials developed and/or distributed by Subcontractor and/or Provider as related to the State Program and performance of the Agreement must be submitted to United to submit to the Department for prior approval. In addition, Subcontractor shall, and shall require Provider to comply with the State Contract's requirements related to marketing communications.

4.14 Fraud, Abuse, and Waste Prevention. Subcontractor shall, and shall require Provider to cooperate fully with United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, abuse and waste in the administration and delivery of services under the State Contract. Subcontractor shall, and shall also require Provider to cooperate with and assist LDH and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste in state and/or federal health care programs. This shall include reporting to United any cases of suspected Medicaid fraud or abuse by Covered Persons, other providers in United's network,

employees, Subcontractors, or subcontractors of Provider. Subcontractor shall, and shall require Provider to report such suspected fraud or abuse to United in writing as soon as practical after discovering suspected incidents.

In accordance with United's policies and the Deficit Reduction Act of 2005 (DRA) Subcontractor shall, and shall require Provider to have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under sections 3729 through 3733 of title 31, United States Code); (b) cite administrative remedies for false claims and statements (established under chapter 38 of title 31, United States Code) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f)), include as part of such written policies, detailed provisions regarding Subcontractor's and/or Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Subcontractor agrees, and shall require Provider to agree to train its staff on the aforesaid policies and procedures.

4.15 Outstanding Claim Information. In the event of termination of the Agreement, Subcontractor shall, and shall require Provider to promptly supply to United or its designee all information necessary for the reimbursement of any outstanding Medicaid claims.

4.16 Acknowledgement Regarding Funds. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that funds paid to Subcontractor and/or Provider under the Agreement are derived from State and federal funds pursuant to the State Contract. Subcontractor further acknowledges and agrees, and shall require Provider to acknowledge and agree that acceptance of such funds acts as acceptance of the authority of the Louisiana Legislative Auditor, or any successor agency, to conduct an investigation in connection with those funds. Subcontractor agrees, and shall require Provider to agree to cooperate fully with the Louisiana Legislative Auditor or its successor conducting the audit or investigation, including providing all records requested.

4.17 Electronic Health Records. Subcontractor shall, and shall require Provider to participate in LDH's endeavor to move toward meaningful use of Electronic Health Records. An "Electronic Health Record" is a computer-based record containing health care information.

4.18 Quality Assessment/Utilization Management Review. Subcontractor shall, and shall require Provider to adhere to the State Program's Quality Assessment and Performance Improvement (QAPI) program requirements, as outlined in the State Contract and the Quality Companion Guide, which are incorporated herein by reference and shall be furnished to Subcontractor and/or Provider upon request. Subcontractor shall, and shall require Provider to cooperate with United's QAPI and utilization management (UM) programs, which adhere to all LDH QAPI and UM program requirements. Subcontractor agrees, and shall require Provider to agree to participate and cooperate in any internal or external quality assessment review, utilization management, or grievance procedures established by United and/or the Department or its designee, whether such review or procedures are announced or unannounced.

4.19 Insurance. Before commencing the provision of services under the Agreement, Subcontractor shall, and shall require Provider to obtain, and maintain throughout the term of the Agreement: (a) Workers' Compensation Insurance for all of Subcontractor's and Provider's employees that provide services under the Agreement; and (b) all necessary liability and malpractice insurance coverage as is necessary to adequately protect Covered Persons and United under the Agreement. Subcontractor shall, and shall require Provider to furnish United with written verification of the existence of such coverage prior to execution of the Agreement. LDH and United shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy maintained by Subcontractor and Provider; the payment of such a deductible shall be the sole responsibility of Subcontractor and/or Provider.

4.20 Licensing Requirements. Subcontractor represents, and shall require that Provider represent that it is currently licensed and/or certified under applicable State and federal statutes and regulations and by the appropriate Louisiana licensing body or standard-setting agency, as applicable. Subcontractor represents, and shall require that Provider represent that it is in compliance with all applicable State and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Subcontractor represents, and shall require Provider to represent that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the Office of the Louisiana Attorney General. Subcontractor shall, and shall require Provider to maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Subcontractor and Provider by United under the Agreement. If at any time during the term of the Agreement, Subcontractor and/or Provider are not properly licensed as described in this Section, Subcontractor shall, and shall require Provider to discontinue providing services to Covered Persons. Claims for services performed during any period of noncompliance with these license requirements will be denied.

4.21 Ownership and Control Information. Subcontractor shall, and shall require Provider to comply with and submit to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.22 Subcontracts; Assignment. Subcontractor shall not, and shall ensure Provider does not enter into any subsequent agreements or subcontracts for any of the work or services contemplated under the Agreement, nor assign any of its duties or responsibilities under the Agreement, without the prior written consent of United.

4.23 Term; Service Standards. All services provided under the Agreement must be in accordance with the Louisiana Medicaid State Plan. Subcontractor and Provider shall provide such services to Covered Persons through the last day of the month that the Agreement is in effect. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that all final Medicaid benefit determinations are within the sole and exclusive authority of the Department or its designee.

4.24 Refusal Not Permitted. Subcontractor may not, and shall ensure Provider does not refuse to provide Medically Necessary or core preventative benefits and services specified under the State Contract to Covered Persons for non-medical reasons (except those services allowable under federal law for religious or moral objections). Notwithstanding this Section, Subcontractor and Provider shall not be required to accept or continue treatment of a Covered Person with whom Subcontractor and Provider feel Subcontractor and Provider cannot establish and/or maintain a professional relationship.

4.25 Data and Reports. Subcontractor shall, and shall ensure Provider submits to United all reports and clinical information which United or LDH may require for reporting purposes pursuant to the State Contract, including but not limited to encounter data, HEDIS, AHRQ and EPSDT data and reports, where applicable. Provider shall utilize LDH's Louisiana Immunization Network for Kids Statewide (LINKS) web-based immunization reporting system for the reporting of all adult and child vaccinations. As applicable, if United has entered into alternative reimbursement arrangements with Subcontractor and/or Provider (with prior approval by the Department), Subcontractor and Provider are required to submit all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by United. NOTE: United is not allowed to enter into alternative reimbursement arrangements with FQHCs or RHCs.

4.26 Payment Submission. Subcontractor will, and will require Provider to promptly submit complete and accurate claims information required for payment and/or LDH-required reports. Subcontractor shall, and shall require Provider to submit claims for payment in accordance with the time frames specified in the Agreement, but in all cases no later than 365 days from the date of service.

If Provider discovers an error or a conflict with a previously adjudicated encounter claim, Subcontractor and/or Health Plan shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by LDH or if circumstances exist that prevent Subcontractor and/or Health Plan from meeting this time frame a specified date shall be approved by LDH.

When Subcontractor has entered into an alternative reimbursement arrangement with Provider, all encounter data must comply with the same standards of completeness and accuracy as required for proper adjudication of claims by the Subcontractor.

4.27 Notice of Adverse Actions. Subcontractor shall, and shall require Provider to give United immediate notification in writing by certified mail of any litigation, investigation, complaint, claim or transaction that may reasonably be considered to have a material impact on Subcontractor's or Provider's ability to perform its obligations under the Agreement.

4.28 State Custody. Subcontractor is not permitted, and shall ensure Provider does not encourage or suggest, in any way, that Covered Persons be placed in State custody in order to receive medical or specialized behavioral health services covered by LDH.

4.29 Services. Subcontractor shall, and shall require Provider to perform those services set forth in the Agreement. Subcontractor represents, and shall require Provider to represent that the

services to be provided by Subcontractor and/or Provider pursuant to the Agreement are within the scope of Subcontractor's and/or Provider's practice.

4.30 Conflict of Interest. Subcontractor represents and covenants, and shall require Provider to represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under the Agreement. Subcontractor further convents, and shall require that Provider covenants that, in the performance of the Agreement, it shall not employ any person having any such known interests.

4.31 Appeals and Grievances. Subcontractor shall, and shall require Provider to comply with United's process for Covered Person appeals and grievances, including emergency appeals, as set forth in the provider manual. This shall include but not be limited to the following:

(a) Assisting a Covered Person by providing appeal forms and contact information, including the appropriate address, telephone number and/or fax number for submitting appeals for United and/or State level review; and

(b) Displaying notices in public areas of Subcontractor's and/or Provider's facility(ies) of a Covered Person's right to appeal adverse actions affecting Covered Services in accordance with LDH's rules and regulations, subsequent amendments, and any and all consent decrees and court orders. United shall ensure that Subcontractor and/or Provider have correct and adequate supply of such public notices.

4.32 Penalties; Sanctions. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH has the right to direct United to impose financial consequences against Subcontractor and/or Provider, as appropriate, for Subcontractor's or Provider's failure to comply with contractual and/or credentialing requirements, including but not limited to failure or refusal to respond to United's request for information, including credentialing information, or a request to provide medical records.

4.33 Primary Care Provider ("PCP") Linkages. If Provider is a PCP, Subcontractor shall require Provider to stipulate by signing an agreement that Provider's total number of Medicaid/CHIP members for the State Program will not exceed 2,500 lives per full-time physician or 1,000 lives per mid-level practitioner or physician extender up to a cap of 2,500 lives. Prior to executing an Agreement, Subcontractor, Provider and United shall specify the number of linkages United may link to Provider.

4.34 Birth Registration. As applicable, Subcontractor shall ensure Provider registers all births through LEERS (Louisiana Electronic Event Registration System) administered by the LDH/Vital Records Registry. Hospital Providers must notify United and LDH of the birth of a newborn when the mother is a member of United, complete the web-based LDH Request for Medicaid ID Number, including indicating that the mother is a member of United, and submit the form electronically to LDH.

4.35 Laboratory Services. If Provider performs laboratory services, Subcontractor shall ensure Provider meets all applicable State and federal requirements, including but not limited to 42 CFR

Sections 493.1 and 493.3, as may be amended from time to time. As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Subcontractor shall require that Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Subcontractor shall further ensure Provider provides a copy of the certification if requested by United. A State authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to State law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.

4.36 Compliance with Medicaid Laws and Regulations. Subcontractor agrees, and shall ensure Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Subcontractor and Provider in Subcontractor's and/or Provider's performance of the Agreement. Subcontractor understands, and shall ensure Provider understands that payment of a claim by United or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment and exclusion screening), and is conditioned on the Subcontractor's and/or Provider's compliance with all applicable conditions of participation in Medicaid. Subcontractor understands and shall ensure Provider understands and agrees that each claim the Subcontractor and/or Provider submits to United constitutes a certification that the Subcontractor and/or Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Subcontractor's and/or Provider's payment of a claim may be temporarily suspended if the State or United provides notice that a credible allegation of fraud exists and there is a pending investigation.

4.37 Immediate Transfer. Subcontractor shall ensure Provider cooperates with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.

4.38 Transition of Covered Persons. In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Subcontractor shall, and shall require Provider to work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Contract or otherwise required by law.

4.39 Continuity of Care. Subcontractor shall, and shall ensure Provider cooperates with United and provide Covered Persons with continuity of treatment, including coordination of care to the extent required under law and according to the terms of the Agreement, in the event Subcontractor's and/or Provider's participation with United terminates during the course of a Covered Person's treatment by Subcontractor and/or Provider, except in the case of adverse reasons on the part of Subcontractor and/or Provider.

4.40 Advance Directives. Subcontractor shall, and shall ensure Provider complies with the advance directives requirements for hospitals, nursing facilities, providers of home and health

care and personal care services, hospices, and HMOs as specified in 42 CFR Part 49, subpart I, and 42 CFR § 417.436(d).

4.41 National Provider ID (NPI). If applicable, Subcontractor shall, and shall require Provider to obtain a National Provider Identification Number (NPI).

4.42 Non-Discrimination. In performance of obligations under the Agreement and in employment practices, Provider shall not exclude, deny benefits or otherwise subject to discrimination, any persons on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws. In addition, Provider shall upon request show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees and applicants.

4.43 Homeland Security Considerations. In accordance with the State Contract, Provider shall perform all obligations under the Agreement within the boundaries of the United States. In addition, Provider will not hire any individual to perform any services under the Agreement if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

4.44 Healthcare Oversight Agency Compliance. Subcontractor shall, and shall require Providers to comply, within a reasonable time, with any information, records or data request from any healthcare oversight agency, including the Louisiana Office of the Attorney General, Medicaid Fraud Control Unit (MFCU), related to any services provided under Louisiana's Medical Assistance Programs. This requirement shall be inclusive of contracts or subcontracts with entities that manage or coordinate certain benefits for Medicaid beneficiaries on behalf of United but do not directly provide the service to Medicaid beneficiaries. When requested by the MFCU the production of the information, records or data requested by the MFCU shall be done at no cost to the MFCU, and United, Subcontractor or Provider shall not require the MFCU to enter into any contract, agreement or memorandum of understanding to obtain the requested information, records or data. United, Subcontractor and/or Provider agree that the State Contract creates for the healthcare oversight agency an enforceable right for which the healthcare oversight agency can petition the court in the event of non-compliance with an information, records or data request.

SECTION 5
UNITED REQUIREMENTS

5.1 Termination, Revocation and Sanctions. In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities United delegates to Subcontractor under the Agreement or impose other sanctions consistent with the State Contract if in United's reasonable judgment Subcontractor's performance under the Agreement is inadequate. United shall also have the right to suspend, deny, refuse to renew or terminate Subcontractor in accordance with the terms of the State Contract and applicable law and regulation.

SECTION 6

OTHER REQUIREMENTS

6.1 State Contract. All tasks performed under the Agreement shall be performed in accordance with the requirements of the State Contract, the applicable provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Contract. If any requirement or provision of the Agreement or this Appendix is determined by LDH to conflict with the State Contract, the terms of the State Contract shall control and the terms of the Agreement or this Appendix in conflict with those of the State Contract shall be null and void. All other provisions of the Agreement and this Appendix shall remain in full force and effect.

6.2 Ongoing Monitoring. As required under the State Contract, United shall perform ongoing monitoring (announced or unannounced) of services rendered by Subcontractor under the Agreement and shall perform periodic formal reviews of Subcontractor according to a schedule established by the State, consistent with industry standards or State managed care organization laws and regulations or LDH requirements under the State Contract. As a result of such monitoring activities, United shall identify to Subcontractor any deficiencies or areas for improvement mandated under the State Contract and Subcontractor and United shall take appropriate corrective action. Subcontractor shall comply with any corrective action plan initiated by United and/or required by the Department. In addition, Subcontractor shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which United and Subcontractor practice and/or the performance standards established by LDH in the State Contract and LDH-issued guides.

6.3 Entire Agreement; Incorporation of Applicable Law; Modifications. The Agreement and its appendices, including this Appendix, contain all the terms and conditions agreed upon by the parties. The Agreement incorporates by reference all applicable federal and State laws or regulations and revisions of such laws or regulations shall automatically be incorporated into the Agreement as they become effective. In the event that revisions to any applicable federal or State law change the terms of the Agreement so as to materially affect either United or Subcontractor, the parties agree to negotiate such further amendments as may be necessary to correct any inequities. Except as otherwise provided herein or in the Agreement, no modification or change of any provision of the Agreement or this Appendix may be made unless such modification is incorporated and attached as a written amendment to the Agreement or Appendix and signed by United and Subcontractor. Additional procedures and criteria for any alteration, variation, modification, waiver, extension or early termination of the Agreement shall be as set forth in the Agreement.

6.4 Independent Contractor Relationship. Subcontractor expressly agrees that it is acting in an independent capacity in the performance of the Agreement and not as an officer or agent, express or implied, and/or employee of LDH or the State. Subcontractor further expressly agrees that neither the Agreement nor this Appendix shall be construed as a partnership or joint venture between Subcontractor and LDH or the State.

6.5 Utilization Management Compensation. In accordance with 42 CFR Part 438.210(e), the compensation paid to United or any individuals that conduct utilization management activities on behalf of United shall not be structured so as to provide incentives for the individual or United to deny, limit, or discontinue Medically Necessary services to any Covered Person.

6.6 Delegated Activities. Any activities delegated to Subcontractor by United shall be set forth in the Agreement or such other written delegation agreement or addendum between the parties. The Agreement or delegation agreement/addendum shall specify the activities and reporting responsibilities delegated to Subcontractor and provide for revoking delegation or imposing other sanctions if Subcontractor's performance is inadequate. Prior to delegating any activities to Subcontractor under the State Contract, United will evaluate Subcontractor's ability to perform such activities.

6.7 State Approval. United and Subcontractor acknowledge that LDH shall have the right to review and approve all subcontracts entered into for the provision of Covered Services under the State Contract. United will submit and obtain prior approval from LDH of all model subcontracts, including material modifications to previously approved subcontracts, for all care management providers. United and Subcontractor acknowledge and agree that, prior to execution, the Agreement is subject to the review and approval of LDH, as are any amendments or subsequent material modifications to the Agreement.

6.8 Dispute Resolution. Subcontractor and United agree to resolve any disputes that may arise between them in accordance with the terms of the Agreement. The parties agree that no dispute will disrupt or interfere with the provision of services to Covered Persons, including continuity of care should the Agreement be terminated.

6.9 Health Care-Acquired/Preventable Conditions. United and Subcontractor acknowledge and agree that United is prohibited from making payments to Subcontractor for the provision of medical assistance for health care-acquired conditions and other provider-preventable conditions as may be identified by LDH.

6.10 No Barriers to Access Covered Services. Neither United nor Subcontractor shall enter into any agreement that would implement barriers to access to Covered Services. United shall monitor Subcontractor's compliance with this requirement and will implement a corrective action plan within thirty (30) days if Subcontractor's compliance is determined to be inadequate. Failure to comply with this requirement will be considered a breach of the Agreement.

6.11 Payment. The method and amount of compensation paid to Subcontractor for performance of services under the Agreement and the name and address of the official payee to whom payment shall be made shall be as set forth in the Agreement. United and Subcontractor acknowledge and agree that the Agreement shall not contain terms for reimbursement at rates less than the published Medicaid fee-for-service rate in effect on the date of service unless a Subcontractor -initiated request has been submitted to and approved by LDH. United shall not propose to Subcontractor reimbursement rates that are less than the published Medicaid fee-for-service rate. United shall pay ninety percent (90%) of all clean claims of each provider type, within fifteen (15) business days of the date receipt. United shall pay ninety-nine (99%) of all clean claims of each provider type, within thirty (30) calendar days of the date of receipt. The

date of receipt is the date the United receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment. United and Subcontractor may, by mutual agreement, establish an alternative payment schedule. Any alternative schedule must be stipulated in the Agreement. As applicable, United shall reimburse FQHCs/RHCs the PPS rate in effect on the date of service for each encounter. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Contract. Unless United otherwise requests assistance from Subcontractor, United will be responsible for third party collections in accordance with the terms of the State Contract.

6.12 Provider Discrimination Prohibition. In accordance with 42 CFR 438.12 and 438.214(c), United shall not discriminate with respect to the participation, reimbursement or indemnification of a provider who is acting within the scope of such provider's license or certification under applicable State law, solely on the basis of such license or certification. Further, United shall not discriminate with respect to the participation, reimbursement or indemnification of any provider who serves high-risk Covered Persons or specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.

6.13 Provider-Covered Person Communication. United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person who is Provider's patient for any the following:

(a) The Covered Person's health status, medical care, or treatment options for the Covered Person's condition or disease, including any alternative treatment that may be self-administered, regardless of whether benefits for such care or treatment are provided under the State Contract;

(b) Any information the Covered Person needs in order to decide among all relevant treatment options;

(c) The risks, benefits, and consequences of treatment or non-treatment; or

(d) The Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

6.14 No Restrictions on Other Contracts. Nothing in the Agreement or this Appendix shall be construed to prohibit or restrict Subcontractor from entering into a contract with another Health Plan or other managed care entity.

6.15 No Contracting with Exclusive Subcontractor. United shall not have a contract arrangement with any subcontractor provider in which the subcontractor represents or agrees that

it will not contract with another Health Plan or in which the United represents or agrees that United will not contract with another subcontractor.

6.16 No Suggestion of Exclusivity. United shall not advertise or otherwise hold itself out as having an exclusive relationship with any service subcontractor.

EXHIBIT E-23

VIRGINIA REGULATORY REQUIREMENTS