

This Administrative Services Agreement ("Agreement") between UMR, Inc. ("UMR") and City of Reno ("Customer") is effective as of January 1, 2024 ("Effective Date"). This Agreement governs the claims administration and related administrative services UMR is providing to Customer, either directly or through one of UMR's affiliates (the "Services"). UMR and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer has established an employee health benefit plan for Participants,

WHEREAS, pursuant to the Plan, Customer desires to make available to its Participants one or more Services offered by UMR, as specified in this Agreement and in the Exhibits attached hereto, and

WHEREAS, UMR desires to provide the specified Services to Customer.

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the Parties hereby enter into this Agreement, which sets forth the terms and conditions under which UMR agrees to render the Services, and under which Customer hereby agrees to receive and compensate UMR for such Services.

## Terms and Conditions

### Section 1 Definitions

The following terms have the meanings set forth below. The words may be singular or plural.

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

**Confidential Information:** Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements, and any similar commercial information, and (b) data, information, statistics, trade secrets, and any information about business, costs, operations, techniques, know-how, or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing, or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports, and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Parties, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

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

**ERISA:** Employee Retirement Income Security Act of 1974, as amended from time to time.

**Fee:** Any fee or other compensation Customer pays to UMR for Services provided under this Agreement.

**Law:** Any applicable federal, state or local statute, law, rule, regulation, code, or ordinance of a governmental entity that regulates a Party's activities or operations.

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

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

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

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

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

**Plan:** The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the self-funded health benefits for which UMR is providing Services, as described in the Summary Plan Description.

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

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

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

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

## **Section 2 Exhibits**

Each Exhibit attached hereto, whether on the Effective Date or after, is hereby incorporated into this Agreement. The Terms and Conditions of this Agreement apply to all Exhibits attached hereto except to the extent specifically noted otherwise.

## **Section 3 Term of this Agreement**

This Agreement is effective for a period of 12 months commencing on the Effective Date (the "Initial Term"). This Agreement will automatically renew for additional 12 month periods (each, a "Renewal Term") until this Agreement is terminated pursuant to the terms herein.

## **Section 4 Fees**

**Section 4.1 Payment of Fees.** Customer shall pay UMR all Fees set forth in each active Exhibit hereto.

**Section 4.2 Additional Services and Fees.** Customer may request that UMR provide Services in addition to those set forth in this Agreement and if UMR agrees to provide such Services, an additional Fee may be charged.

**Section 4.3 Reasonableness of Fees.** Customer hereby acknowledges that the Fees paid for Services provided under this Agreement are reasonable.

## **Section 5 UMR Service Responsibilities**

UMR shall provide Services to Customer set forth in each active Exhibit attached hereto including but not limited to the Parties' obligations with respect to privacy of information under this Agreement set forth in Exhibit B - Business Associate Agreement and UMR's obligations with respect to security of information under this Agreement set forth in Exhibit C - Security.

## **Section 6 Customer Responsibilities**

**Section 6.1 Responsibility for the Plan.** UMR is not the Plan Administrator of the Plan. Any references in this Agreement to UMR "administering the Plan" are descriptive only and do not confer upon UMR any responsibilities or duties beyond the claim administration duties set forth herein. Customer is responsible for the Plan, including its benefit design, the legal sufficiency and distribution of Plan documents, and compliance with any laws that apply to

Customer or the Plan, whether Customer is the Plan Administrator or Customer designates another party as the Plan Administrator. The Customer agrees that the Plan has the authority to pay from Plan assets all Fees due under this Agreement.

**Section 6.2 Plan Consistent with this Agreement.** Customer agrees that Plan documents, including the Summary Plan Description and/or the summary of Plan benefits and exclusions are consistent with this Agreement. Before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer shall provide UMR with such communications which refer to UMR or its Services. Customer shall amend them if UMR reasonably determines that references to UMR are not accurate, or any Plan provision is not consistent with this Agreement or the Services UMR is providing.

**Section 6.3 Plan Changes.** Customer shall provide UMR with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow UMR to determine if such change will alter the Services UMR provides under this Agreement. Customer's requested changes must be mutually agreed to in writing prior to implementation of such change.

UMR shall notify Customer if UMR will not implement or administer the change. Upon such notification (a) UMR shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon 90 days written notice.

**Section 6.4 Information Customer Provides to UMR.** Customer shall provide UMR in a timely manner all information that UMR requires to provide Services under this Agreement. UMR may rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

Customer shall, in an accurate and timely manner, provide UMR with eligibility information as to which Employees and their dependents are Participants. Customer shall notify UMR of any change to this information as soon as reasonably possible.

UMR may rely on the most current information in UMR's possession regarding eligibility of Participants in paying Plan benefits and providing other Services under this Agreement. In the event of an eligibility issue UMR will not be required to process or reprocess claims, but if UMR agrees to do so additional Fees may apply.

**Section 6.5 Notices to Participants.** Customer shall give Participants the information and documents they need to obtain benefits under the Plan before coverage begins. In the event this Agreement is terminated, Customer shall notify all Participants that the Services UMR is providing under this Agreement are discontinued.

**Section 6.6 Affiliated Employers.** Customer agrees that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by ERISA (if applicable) and/or the United States Internal Revenue Code of 1986. Customer agrees to provide UMR (a) notice anytime it acquires, divests, or merges with another entity, and (b) with a list of Customer affiliates covered under the Plan upon request.

**Section 6.7 Escheat.** Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

**Section 6.8 State and Federal Surcharges, Fees and Assessments.** The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan, or on UMR in its capacity as the claims administrator of the Plan, whether or not remitted by UMR, including the funding, remittance, and determination of amounts due under The Patient Protection and Affordable Care Act of 2010.

## **Section 7 Records and Information**

**Section 7.1 Records.** UMR shall keep records relating to the Services it provides under this Agreement for as long as UMR is required to do so by Law.

**Section 7.2 Use of Confidential Information.** Neither Party will disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) UMR may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide Services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer

engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by Law, (iii) Customer may only use UMR's Confidential Information for Plan administration purposes, and (iv) before UMR's Confidential Information can be disclosed, UMR may require a mutually agreed upon confidentiality agreement consistent with Law.

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

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

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

### **Section 8 Indemnification**

**Section 8.1 Indemnification of UMR.** Customer shall indemnify UMR for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses UMR incurs, including reasonable attorneys' fees and costs, to the extent arising out of one of more of the following: (i) Customer's breach of this Agreement; (ii) Customer's design and operation of the Plan and claims brought against UMR as the claims administrator; and (iii) a breach by a third party of any agreements UMR enters into with third parties on Customer's request.

**Section 8.2 Indemnification of Customer.** UMR shall indemnify Customer for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses Customer incurs, including reasonable attorneys' fees and costs, to the extent arising out of one or both of the following: (i) UMR's breach of this Agreement; and (ii) a breach by a third party of any agreements UMR enters into with third parties to perform Services under this Agreement.

Customer remains responsible for payment of all benefits and UMR does not indemnify Customer or the Plan for any claims, losses, liabilities, penalties, fines, costs, damages, judgments, or expenses that constitute payment of Plan benefits or other Plan expenses and fees.

### **Section 9 Dispute Resolution**

In the event of any dispute, claim, or controversy of any kind or nature between the Parties arising out of this Agreement or the Services ("Dispute"), a Party may provide written notification of the Dispute to the other Party. After such notice, a representative from each Party shall meet in person or telephonically and make a good faith effort to resolve the Dispute. If the Dispute is not resolved within 30 days after the Parties first meet to discuss it, and either Party wishes to pursue the Dispute further, that Party will refer the Dispute to binding arbitration.

Any Dispute that has not been resolved pursuant to the above may be submitted to binding arbitration. Either Party may initiate arbitration by filing a claim with the American Arbitration Association ("AAA") in accordance with the then-current Commercial Arbitration Rules of the AAA ("Arbitration Rules"). The arbitration will be conducted in accordance with the Arbitration Rules. In no event may the arbitration be initiated more than one year after the date a Party first gave written notification of the Dispute to the other Party. The Parties will treat the Dispute, the existence of the arbitration, and the outcome of the arbitration as confidential. Each Party hereby waives any right to a class action arbitration.

Any arbitration proceeding will be conducted at a mutually agreeable location. Any arbitrator may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. No arbitrator has the authority to award punitive, exemplary, indirect, or special damages.

Nothing in this Section 9 will be interpreted to limit, waive, or nullify any other rights under this Agreement.

### **Section 10 Termination**

**Section 10.1 End of Services.** UMR's provision of Services under this Agreement ends on the date this Agreement terminates, regardless of the date that claims are incurred. Notwithstanding the forgoing, UMR shall provide the run-out Services set forth in an active Exhibit attached hereto after the termination of the Agreement. The Parties agree that these Terms and Condition will continue to apply to the run-out Services.

**Section 10.2 Termination Events.** This Agreement will terminate under the following circumstances:

- (1) The Plan terminates,
- (2) Both Parties agree in writing to terminate this Agreement,
- (3) After the Initial Term, either Party gives the other Party at least 90 days prior written notice,
- (4) UMR gives Customer notice of termination because Customer did not pay the Fees or other amounts Customer owed UMR when due under the terms of this Agreement,
- (5) UMR gives Customer notice of termination because Customer failed to provide the required funds for payment of benefits under the terms of this Agreement,
- (6) Either Party is in material breach of this Agreement, other than by non-payment or late payment of Fees owed by Customer or the funding of Plan benefits, and does not correct the breach within 30 days after being notified in writing by the other Party,
- (7) UMR gives Customer notice of termination in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, or
- (8) As otherwise specified in this Agreement.

**Section 10.3 Survivability.** Sections 7, 8, 9, 10.3, 11.3, 11.8, 11.10, 11.11, 11.13 and 11.14 will survive the termination of this Agreement and any provision of an Exhibit which by its nature would continue beyond the termination of this Agreement will also survive.

## Section 11 Miscellaneous

**Section 11.1 Subcontractors.** UMR may use its affiliates or subcontractors to perform UMR's Services under this Agreement. UMR will be responsible for those Services to the same extent that UMR would have been had it performed those Services without the use of an affiliate or subcontractor.

**Section 11.2 Assignment.** Except as provided in this paragraph, neither Party may assign this Agreement or any rights or obligations under this Agreement to anyone without the other Party's written consent. Any purported assignments in violation of this Section 11.2 will be void. Notwithstanding the foregoing, UMR may assign this Agreement to UMR's affiliates, or a purchaser of all or substantially all of UMR's assets, and UMR will provide notice to Customer of the assignment.

**Section 11.3 Governing Law.** This Agreement is governed by, construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws, rules, or principles thereof.

**Section 11.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement replaces and supersedes any prior written or oral agreements between the Parties relating to the subject matter hereof.

**Section 11.5 Amendment.** Except as may otherwise be specified in this Agreement, this Agreement may be amended only by both Parties agreeing to the amendment in writing. Notwithstanding the foregoing, this Agreement is automatically amended upon UMR's memorialization of the Parties revision of the financial terms under this Agreement.

**Section 11.6 No Waiver.** A failure of either Party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of such provision of this Agreement.

**Section 11.7 Notices.** Any notices, demands, or other communications required under this Agreement will be in writing and shall be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

**Section 11.8 Use of Name.** The Parties agree not to use each other's name, logo, service marks, trademarks, or other identifying information without the written permission of the other, except that Customer grants UMR permission to use Customer's name, logo, service marks, trademarks, or other identifying information for UMR to carry out its obligations under this Agreement.

**Section 11.9 Compliance with Laws and Regulations.** The Parties agree to comply with all applicable federal, state, and other laws and regulations in its performance under this Agreement.

**Section 11.10 No Third-Party Beneficiaries.** Nothing in this Agreement confers upon any person other than the Parties and their respective permitted successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 11.11 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. The Parties intend that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with Law.

In the event any state or other jurisdiction prohibits a Party from administering the Plan under the terms of this Agreement or imposes a penalty on the Plan or UMR and such penalty is based on the Services specified in this Agreement, the Party may immediately discontinue this Agreement's application in such state or jurisdiction. This Agreement will continue to apply in all other states or jurisdictions.

**Section 11.12 Interpretation.** The Parties acknowledge that they have read this Agreement, have had the opportunity to review it with legal counsel, and have agreed to all its terms. The Parties therefore agree that in the event of any ambiguity in any of the terms or conditions of this Agreement, including any exhibits hereto and whether or not placed on record, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

**Section 11.13 Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts (including any form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties may rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement (including by means of an electronic signature), and such facsimile or similar executed electronic copy will be legally effective to create a valid and binding agreement between the Parties.

**Section 11.14 Waiver of Jury Trial.** The Parties hereby irrevocably waive, to the fullest extent permitted by Law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

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

**City of Reno**  
PO Box 1900  
Reno, NV 89505

**UMR, Inc.**  
400 E. Business Way, Suite 100  
Cincinnati, OH 45241

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

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

Authorized Signature

Authorized Signature

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

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

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

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

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

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

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Agreement No.

## **Exhibit A – Medical Benefit Administration Services UMR**

The following are the Services UMR has agreed to provide to Customer. The Services described in this Exhibit will be made available to Customer and where applicable to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

### **Section 1 Network**

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

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

**Out of Network Programs.** UMR offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. UMR offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customer's elected out of network programs are identified in Exhibit D – Fees. Programs are subject to change or termination at UMR's discretion.

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

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

### **Section 2 Prevention and Recovery Services**

UMR will provide prevention and recovery Services for Overpayments and other Plan recovery and savings opportunities as described herein.

**Overpayments.** UMR will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

**Payment Integrity Services.** UMR provides Services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). UMR's Payment Integrity Services help guard against potential errors, fraud, waste and abuse by reviewing claims on a pre- or post-adjudicated basis.

UMR's Payment Integrity Services processes will be based upon UMR's proprietary and confidential procedures, modes of analysis, and investigations. UMR will use these procedures and standards in delivering Payment Integrity Services to Customer and to UMR's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery.

UMR makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Exhibit D – Fees.

**Recovery Process – Non-Class Action Recoveries.** Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if UMR decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where UMR pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted UMR an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of UMR’s standards and procedures may not result in full or partial recovery for any particular claim or for any particular customer. UMR will not pursue any recovery if it is not permitted by Law, or if recovery would be impractical, as determined in UMR’s discretion. While UMR may initiate litigation or arbitration to facilitate a recovery, UMR has no obligation to do so. If UMR initiates litigation or arbitration, Customer will cooperate with UMR in the litigation or arbitration.

If this Agreement terminates, in whole or in part, UMR can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

**Recovery Process – Class Action Recoveries.** Where a class action purports to affect Customer’s (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, UMR has the right to determine whether to seek recovery of the Overpayment on the Customer’s (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If UMR elects to seek recovery of such an Overpayment that is at issue in a class action, UMR will provide written notice to Customer of its intention. If Customer does not want UMR to seek recovery of the Overpayment, Customer shall notify UMR in writing within 30 days of receiving notice from UMR. If Customer does not so notify UMR, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to UMR all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with UMR in any resulting litigation or arbitration that UMR may file to pursue the Overpayments.

If Customer provides UMR with written notice that it does not want UMR to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, UMR will provide Customer with related Overpayment claims information, at Customer’s request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, UMR can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

**Offsetting Process.** Overpayment recoveries may occur by offsetting the Overpayment against future payments to the provider made by UMR. In effectuating Overpayment recoveries through offset, UMR will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. UMR may recover the Overpayment by offsetting, in whole or in part, against future benefits that are payable under the Plan in connection with Services provided to any Participants. Reallocations pursuant to this process do not impact the decision as to whether or not a benefit is payable under the Plan.

In UMR’s application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before UMR actually receives the funds from the provider. Conversely, UMR may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the Customer’s Plan.

**Recovery Fees.** Customer will be charged a Fee for the Payment Integrity Services described in this Section 2. That Fee is set forth in Exhibit D – Fees. No Fees will be charged (a) if the Overpayment is solely the result of UMR’s acts, or (b) for recoveries obtained through a class action where UMR does not file an opt-out case on behalf of Customer. UMR will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys’ fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to UMR’s gross negligence or reckless misconduct. Under no circumstances will UMR be responsible for reimbursement of unrecovered Overpayments resulting from a third party’s fraud.

### Section 3 Fees

**Fees.** Customer will pay UMR the Fees specified in Exhibit D – Fees, in addition to any other Fees set forth in this Agreement. If authorized by Customer, pursuant to this Agreement or by subsequent authorization, certain Fees may be paid through a withdrawal from the Bank Account.

**Changes in Fees.** UMR may change the Fees on the latter of the expiration of:

- (1) a Renewal Term, or
- (2) any applicable multi-year Fee term as set forth in Exhibit D – Fees.

UMR will provide Customer with 30 days prior written notice of the revised Fees for each Renewal Term, and such Fees will be effective the first day of such Renewal Term. UMR will provide Customer with a new Exhibit D – Fees that will replace the existing Exhibit D – Fees.

UMR may also change the Fees:

- (1) any time there are changes made to this Agreement or the Plan which affect the Fees,
- (2) any time there are changes in Law which affect the Services UMR is providing, or will be required to provide, under this Agreement,
- (3) if the number of Employees covered by the Plan or any Plan option changes (i) by 15% or more, or (ii) the enrollment band, or
- (4) if the total number of enrolled Participants divided by the total number of enrolled Employees, (“Average Contract Size”), varies by 15% or more from the assumed average contract size.

Any new Fee will be effective as of the date the change is applicable, even if that date is retroactive.

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

**Due Dates, Payments, and Penalties.** UMR will provide Customer with an on-line invoice in advance of the first of each month. The due date for payment of the invoiced amounts is on the last day of the next calendar month (“Due Date”). Invoices are generated using monthly enrollment provided by Customer. If Customer has elected to self-bill, monthly enrollment shall be measured based off the sold proration method for the month to which the Fee applies (e.g., 1<sup>st</sup> day of the month, mid-month).

**Late Payment.** If amounts owed are not paid within 30 days after their Due Date, Customer will pay UMR interest on these amounts at the interest rate that UMR charges to its self-funded customers. Customer shall reimburse UMR for any costs that UMR incurs to collect these amounts.

**Disputes.** If Customer disputes any Fee due UMR, Customer will promptly notify UMR. Customer agrees to meet with UMR in good faith to resolve any Fee discrepancies. No interest will be assessed to the extent UMR’s bill was incorrect. Customer will pay the undisputed part of the Fee by the applicable Due Date.

### Section 4 Providing Funds

**Responsibility for Payment of Plan Benefits.** The Plan is self-funded. Customer is solely responsible for providing funds for payment for all Plan benefits. UMR has no liability or responsibility to provide these funds. This is true even if UMR or its affiliates provide stop loss insurance to Customer.

**Bank Account.** UMR, on Customer's behalf, will open and maintain a Bank Account to provide UMR access to Customer's funds for payment of:

- (1) Plan benefits,
- (2) Plan expenses (e.g., state surcharges and assessments),
- (3) other Customer financial obligations; and,
- (4) Fees authorized by Customer.

Customer's funds in the Bank Account will not be comingled with any other customer funds.

**Balance In Account.** Customer will maintain a Bank Account balance to cover expected Bank Account activity (the "Account Balance"). UMR will establish the Account Balance based on expected Plan payment obligations, with adjustments for anticipated non-daily activity (e.g., prescription drug benefits and Fee payments). UMR will notify Customer if and when the Account Balance requires revision.

The Account Balance is based on Customer's financial condition as assessed by UMR. In the event UMR reasonably determines that Customer's financial condition has deteriorated, or Customer fails to comply with the funding and financial obligations specified in this Agreement, UMR may revise the Account Balance effective 5 business days from the date of notice to Customer.

**Issuing and Providing Funds.** Payments will be processed through the Customer's Bank Account.

UMR will issue Bank Account funding process documentation to Customer. Upon agreement by the parties on process, UMR will implement the agreed to Bank Account funding process.

If UMR reasonably determines that Customer's financial condition has deteriorated or Customer fails to comply with the funding and financial obligations specified in this Agreement, UMR may revise the Bank Account funding process effective 5 business days from the date of notice to Customer.

At the Fee shown in Exhibit D – Fees, UMR will:

- (1) automatically stop payment on all checks that have not been cashed within twelve months of issuance, and
- (2) provide Customer with reports for the purposes of performing escheat. Customer is solely responsible for making unclaimed payee payments directly.

**Underfunding.** If Customer does not maintain the required Account Balance:

- (1) Customer must immediately correct the funding deficiency and provide prompt notice to UMR,
- (2) UMR may place stop payments on checks, stop issuing checks and non-draft payments, and suspend any of its other Services under this Agreement for the period of time Customer does not provide the required funding, and
- (3) If Customer does not correct the funding deficiency within 3 business days, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. UMR may charge the Customer additional Fees to cover the cost of daily overdraft Fees and interest on the amount of underfunding.

**Termination.** When this Agreement terminates, the Bank Account funding method will remain in place for the length of the run-out period. Following the run-out period, the required Account Balance may be adjusted through mutual agreement of the parties to cover Customer's remaining funding obligations. UMR will close the Bank Account and Customer will recover any remaining funds from the Account Balance and remaining uncashed checks. UMR will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

### **Section 5 Medical Benefit Drug Rebate Allocation and Payment**

UMR or a subcontractor may negotiate with drug manufacturers regarding the payment of Medical Benefit Drug Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of Medical Benefit Drug Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such

products. Compensation under this program is as set forth in Exhibit D – Fees. UMR will retain interest earned during the Medical Benefit Drug Rebate processing timeframe.

Medical Benefit Drug Rebates are not entitled to be paid until they are received by UMR. For example, if a government action or a major change in pharmaceutical industry practices prevents UMR from receiving Medical Benefit Drug Rebates, the amount Customer receives may be reduced or eliminated.

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

### **Section 6 Claim Determinations and Appeals**

**Initial Benefit Determinations and First Level Appeals.** Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment and (ii) performing the fair and impartial review of first level internal appeals. As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to UMR under the Plan. If UMR denies a Plan benefit claim, in whole or in part, UMR shall notify the claimant of the adverse benefit determination and the claimant will have the appeal rights set forth in the Summary Plan Description and those which are required under Law.

**Second Level Appeals.** The Party appointed as the named fiduciary under the Plan with respect to performing the fair and impartial review of second level internal appeals (as set forth in Exhibit D – Fees,) shall make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable Law. That Party shall notify the claimant of the outcome of the final internal appeal. That party's determination will be final and binding on the claimant and all other interested parties, except as to a claimant's right to an appeal under the external review program.

**External Review Program.** In order for Customer to meet its regulatory obligations with respect to claim appeals or other applicable external review regulations, Customer shall provide an external review program to claimants. Customer may utilize UMR's external review program. In such case, the following will apply:

- (1) A Fee will apply beyond a limited number of free reviews based upon Customer's total enrollment as set forth in Exhibit D – Fees,
- (2) Customer acknowledges that the independent review organizations are not UMR subcontractors,
- (3) UMR is not responsible for the decisions of the independent review organizations.

### **Section 7 System Access**

**Access.** UMR hereby grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within Systems (e.g., reporting, member-facing websites, customer portals). Customer must obtain and maintain, at no expense to UMR, the hardware, software, and Internet browser UMR requires of customers to access Systems. Customer shall not:

- (1) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by UMR for purposes other than as expressly permitted under this Agreement, or
- (2) share, transfer or lease Customer's right to access and use Systems, to any other person or entity, provided, however, Customer may designate a third party, with prior approval from UMR, to access Systems on Customer's behalf, provided the third party complies with the terms and conditions of such Systems access and Customer assumes joint responsibility for such access.

**Security Procedures.** Customer shall:

- (1) use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by UMR,

- (2) use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to UMR,
- (3) maintain appropriate logs and monitoring of system activity, and
- (4) notify UMR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse or unauthorized disclosure of passwords and user IDs provided by UMR.

**Termination.** UMR may terminate Customer’s System access and deactivate Customer’s identification numbers, passwords upon:

- (1) Customer’s breach of this Section 7, or
- (2) the latter of the termination of this Agreement or expiration of the run-out period.

**Section 8 Medical Audits**

Once each calendar year during the term of the Agreement or any applicable runout period, a mutually agreeable entity, on Customer’s behalf, may conduct a medical claims audit for purposes of determining if UMR is administering its claims transactional Services in accordance with Plan provisions. Prior to the commencement of this audit, a signed, mutually agreeable confidentiality agreement with UMR is required.

Customer must notify UMR in writing of its intent to audit. The place, time, type, and duration of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the calendar year in which the audit is conducted, and the immediately preceding calendar year (up to an 18 month look back).

The audit scope and methodology for a medical claim audit will be consistent with generally acceptable auditing standards, including a statistically valid random sample (not to exceed 300 transactions, less any transactions for targeted audits) as approved by UMR (“Scope”). UMR will not support any audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology (other than as provided for in this Section 8); this includes electronic and data mining audits that are used for purposes of recovery discovery. As part of the medical claims audit, UMR will also support a small, targeted audit of either member appeals, member calls, or clinical transactions (not to exceed 25 transactions).

Customer will pay any expenses that it incurs in connection with the audit. Customer will be charged a reasonable per claim charge and a per day charge for any audit where the claim review portion and remote system access is not completed within 5 business days or for approved sample sizes exceeding the Scope specified above. Customer will be charged a reasonable Fee for samples or audit days that exceed the agreed audit parameters. Customer will also pay any extraordinary expenses UMR incurs due to a Customer request related to the audit, such Fees to be reviewed and approved by the Customer in advance.

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

**Section 9 Schedule of Services**

<b>Account Management</b>
<b>Implementation and maintenance of account and Plans.</b>
<b>Designated account management team.</b>
<b>Enrollment meetings and support.</b>
<b>Standard initial enrollment kit including bulk mailing.</b>
<b>Standard ID Card production and issuance.</b>
<b>Electronic eligibility and enrollment processing.</b>
<b>Management and review of benefits and data.</b>
<b>Electronic billing, presentment, and payment.</b>

<p><b>Online administration Services accessed through UMR’s Customer web site</b> including online eligibility maintenance, claim status inquiry and online reporting. Customer is provided a designated number of IDs to the web site. UMR reserves the right, from time to time, to change the content, format and/or type of UMR’s reports.</p>
<p><b>Interface with third party stop loss vendor</b>, as requested by Customer. UMR will compile information, track and file paid specific stop loss insurance claims with the Customer’s chosen stop loss insurance carrier, on behalf of Customer. If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential claims that exceed the stop loss policy’s attachment point.</p> <p>Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement, if UMR did not place Customer’s stop loss coverage with the stop loss carrier. Customer acknowledges that the election of any stop loss insurance carrier is at the discretion of Customer, and the applicable policy must be specifically accepted by Customer.</p> <p>UMR will provide reasonable assistance in appealing denials or limitations as appropriate. In the event, however, that Customer’s chosen stop loss insurance carrier adjudicates a given stop loss claim as denied or partially denied, or if reimbursement pursuant to the applicable stop loss policy is otherwise limited in any way, Customer acknowledges that the UMR has no responsibility for any determination made by the stop loss carrier, including but not limited to determinations regarding eligibility for coverage under the Customer Plan or determinations of medical necessity.</p> <p>Customer acknowledges that the election of any stop loss insurance carrier is at the discretion of Customer, and the applicable policy must be specifically accepted by Customer. Customer may have elected to utilize the services of stop loss insurance carrier that has neither been placed nor specifically endorsed by UMR.</p>
<p><b>Nonstandard or ad hoc reports</b>, subject to an additional Fee.</p>
<p><b>Summary Plan Description (“SPD”) Assistance.</b> Upon request, UMR will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon, with one additional draft in response to Customer’s comments and a final draft SPD. If Customer drafts its own SPD, Customer shall provide UMR with a copy for UMR’s review in a timely manner to ensure consistency with UMR’s administration of the Plan under this Agreement. “Plan”, for purposes of this paragraph, means each individual plan design administered by UMR. The SPD will be in English. Printing of SPDs is available at an additional cost.</p> <p>If the SPD is not finalized sufficiently in advance of the Effective Date of UMR’s Services, UMR will (i) utilize the summary of Plan benefits and exclusions document that UMR has created based on its understanding of Customer’s Plan design and which Customer has reviewed and approved or (ii) create, at UMR’s discretion, an operational SPD which will be based upon the Plan benefits and exclusions that Customer has reviewed and approved. UMR will administer claims and otherwise provide UMR’s Services in accordance with the above until a final SPD is provided to UMR.</p>
<p><b>Summary of Benefits and Coverage (“SBC”)</b> provided electronically in UMR’s standard format for medical Plans administered by UMR. Initial SBC and 1 amendment per year provided.</p>
<p align="center"><b>Underwriting and Financial Services</b></p>
<p><b>Claim projections using book of business assumptions for reserves and trend.</b></p>
<p><b>Annual projection of cost impact for benefit design changes.</b></p>
<p><b>Annual projection of conventional premium-equivalent rates.</b></p>
<p><b>Non-certified reserve estimates.</b></p>
<p><b>Annual government filings of 1099 reports</b> to the IRS regarding payments made to physicians and other health care professionals.</p>
<p><b>Provide required data necessary to enable Customer to file Form 5500.</b></p>
<p align="center"><b>Claims Administration Services</b></p>
<p><b>Claims for Plan benefits</b> must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan. Customer delegates to UMR the discretion and authority to use UMR’s claim procedures and standards for Plan benefit claim determination.</p>
<p><b>Standard claims processing</b>, including re-pricing and payment of claims, auto and manual adjudication using proprietary software, and pending and subsequent claim review.</p>
<p><b>Claim determinations and appeals Services.</b></p>
<p><b>Claim history load</b> from one prior carrier using UMR’s standard process.</p>

<b>Medical claim review and utilization management</b> of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.
<b>Standard coordination of benefits</b> for all applicable claims.
<b>Production and distribution of explanation of benefits.</b>
<b>Plan benefits litigation support.</b> If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against UMR regarding Plan benefits related to Services under this Agreement (“Plan Benefits Litigation”), UMR will select and retain defense counsel to represent its interest.  If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest. If Plan Benefits Litigation is begun against the Plan and UMR jointly and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.  Litigation Fees and Costs. Customer will pay for all reasonable legal fees and costs UMR incurs if UMR gives Customer reasonable advance notice of UMR’s intent to charge Customer for such fees and costs, and UMR consults with Customer in a manner consistent with UMR’s fiduciary obligations on UMR’s litigation strategy. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.
<b>Prevention and recovery Services</b> , as elected by Customer (see Exhibit D – Fees) and agreed to by UMR.
<b>Processing of run-out claims</b> (meaning claims incurred prior to the termination date) for a specified period following termination of the Agreement, if purchased by Customer. UMR will bill Customer for the full amount of run-out Fee that Customer owes, if applicable, generally one month prior to the Agreement’s termination date. The full payment of run-out Fees is due and payable before run-out claims processing begins.  If Customer fails to pay UMR Fees due or fails to provide the funding for the payment of benefits, or if UMR terminates for any other material breach, run-out will not apply. Run-out Fees may apply to partial terminations at UMR’s discretion.
<b>Administration of plans requiring integrated deductible and out of pocket</b> with non-integrated service providers. Additional Fees may apply.
<b>Network Services</b>
<b>Network access, management, and administration.</b> Printing and distribution of provider directories available for an additional Fee.
<b>Network access to physical health networks</b> , including chiropractic, physical therapy, occupational therapy, speech therapy, and complementary alternative medicine.
<b>Out of network programs</b> , as elected by Customer (see Exhibit D – Fees) and agreed to by UMR.
<b>Value Based Contracting Program</b> , for applicable products.
<b>UnitedHealthcare Premium<sup>SM</sup> Designation Program</b> , available in designated markets.
<b>Participant and Care Management Services</b>
<b>Member service center</b> , accessed by Participants through a dedicated toll-free number.
<b>Website</b> enabling Participants to learn about benefits, find a provider, estimate treatments options and costs, check claims status, review personal health record, print, or request ID cards, manage prescriptions, access health tools, and review health and wellness information.
<b>Care management Services</b> , as elected by the Customer (see Exhibit D – Fees).
<b>Disease management Services</b> , as elected by Customer (see Exhibit D – Fees).
<b>Complex medical condition programs</b> , as elected by Customer (see Exhibit D – Fees).
<b>Maternity programs</b> , as elected by Customer (see Exhibit D – Fees).
<b>Wellness programs</b> , as elected by Customer (see Exhibit D – Fees).
<b>Digital health and wellness experience</b> , which may include, health surveys, and challenges, personal health record access, dashboard of results, and device integration. If Customer elects to offer reward incentives, Customer will be responsible for the funding. Other related Services are available for an additional Fee.
<b>Transplant resource Services</b> , as elected by Customer (see Exhibit D – Fees).
<b>Obesity and diabetes prevention Services</b> , as elected by Customer.
<b>Other Services</b>
<b>Medicare Part D subsidy reporting Services.</b> If elected by Customer, UMR will provide to Customer or, at Customer’s request, directly to Centers for Medicare & Medicaid Services (“CMS”), information for Customer to

comply with the requirements of the Retiree Drug Subsidy (“RDS”) program in UMR’s standard reporting which is compliant with CMS submission procedures and deadlines.

Customer will provide UMR with any information UMR reasonably requires in order to prepare these reports, including but not limited to, Plan Variation/Reporting Code used to isolate members for whom Customer is pursuing the RDS, Participants’ social security numbers or health information codes. Customer represents to UMR, and UMR acknowledges, that information provided in connection with the Services under this Agreement is used for purposes of obtaining Federal funds.

**Medicare Secondary Payer reporting.** UMR shall provide the applicable reports as required by the Medicare Secondary Payer Mandatory Reporting Provisions (“Reporting Requirements”) in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. Customer shall provide UMR in a timely manner and in an agreed upon format all data UMR requires to comply with the Reporting Requirements. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer’s failure to provide the required data.

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

**Termination Assistance.** UMR can provide to Customer, upon request, certain data and reports upon termination, for an additional Fee.

**Health Savings Account (“HSA”) Services.** UMR or UMR’s affiliate is Customer’s preferred HSA custodian for eligible employees’ HSAs. UMR will provide employee pre-enrollment brochures, a Human Resources communication toolkit, Participant HSA introduction letter and brochure and access to bank account information through an account holder’s website.

The HSA is not subject to ERISA, therefore any provisions of this Agreement which reference ERISA, or which establish upon UMR an obligation to provide Services associated with an ERISA plan will not apply to the HSA and any services relating thereto.

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

**Flexible Spending Account (“FSA”) Services.** UMR will process claims for eligible Plan expenses, any treatment amount, service or supply paid or incurred by a Participant and eligible for reimbursement under the Plan and pursuant to applicable sections of IRC. Claims must be submitted in a form that is satisfactory to UMR for UMR to determine whether a benefit is reimbursable under the Plan including an initial determination as to whether a claim is considered an expense. Customer delegates to UMR the discretion and authority to use UMR’s claim procedures and standards for Plan benefit claim determination and reimbursement. The Prevention and Recovery Services Section of this Agreement does not apply to FSA Services.

Standard FSA Services include materials, claims processing, eligibility processing, member services, Customer reporting, direct deposits to employee bank accounts including online administration and online account information. Other related Services are available for an additional Fee.

**Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) Services.** Standard federal COBRA Services include an administration manual, member services, reporting, conversion, notifications, requests for review, eligibility updates, review of disability extension requests and termination processing. UMR will provide the first and second level of review and communicate the decision. Customer will have final authority to decide discrepancies, including matters of clerical error, concerning eligibility for continued coverage under the Plan.

Upon termination of COBRA Services, UMR will return all amounts collected from qualified beneficiaries to Customer, less any amounts owed by Customer to UMR under this Agreement. Other related Services are available for an additional Fee.

In the event a qualified beneficiary's coverage terminates prior to the maximum continuation of coverage period (including termination for non-payment), UMR will provide the qualified beneficiary with a written notice of early termination. Customer must provide UMR with written notice of any changes in monthly contributions rates pursuant to federally mandated COBRA time frames. UMR may accept partial payment amounts sent by qualified beneficiaries.

Customer has final authority to decide all COBRA questions, including matters of clerical error concerning qualified beneficiaries' eligibility for continued coverage under the Plan. Customer is responsible for compliance with COBRA, including establishing the amount the qualified beneficiary must contribute to continue coverage under the Plan.

Specific to COBRA Services, UMR is not a named fiduciary of the Plan as defined by the IRC. The Prevention and Recovery Services section of this Agreement does not apply to COBRA Services.

**Dental Services.** Standard dental Services include claim processing, eligibility processing, members services, Customer reporting, Participant access to the national dental network, care management and outreach services. Other related Services are available for an additional Fee.

UMR will provide processing of run-out claims (meaning claims incurred prior to the termination date) for 12 months following termination of the Agreement. If Customer fails to provide the required funds for payment of benefits under the terms of this Agreement or UMR terminates for any other material breach, run-out will not apply.

## **Exhibit B – Business Associate Agreement**

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between UMR, Inc. (“UMR”) on behalf of itself and its affiliates (“Business Associate”) and City of Reno (“Covered Entity”) and is effective on January 1, 2024. Covered Entity and Business Associate may both be referred to herein individually as a “Party” or collectively as the “Parties”.

The Parties hereby agree as follows:

### **Section 1 Definitions**

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).

**Privacy Rule:** The federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

**Protected Health Information (“PHI”):** As defined in 45 C.F.R. 160.103 and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to the performance of the Services.

**Security Rule:** The federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

**Services:** To the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the Parties from time to time.

### **Section 2 Responsibilities of the Business Associate**

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law, except that to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D) Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of Business Associate agree,

in writing, to the same restrictions and conditions on the use and/or disclosure, of PHI that apply to Business Associate with respect to that PHI.

- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.
- 2.10 comply with the applicable requirements of 42 CFR Part 2 to the extent Covered Entity, a Part 2 program or another lawful holder provides Part 2 Records to Business Associate in accordance with 42 CFR § 2.32 or Subpart D.

### **Section 3 Responsibilities of the Covered Entity**

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

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

### **Section 4 Permitted Uses and Disclosures**

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

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule, which de-identified information does not constitute PHI, is not subject to this BAA and may be used and disclosed on Business Associate's own behalf.

- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

#### **Section 5 Termination**

- 5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA, then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before 30 days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.
- 5.2 Effect of Termination. After the termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of the Covered Entity, if feasible to do so, including such PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

#### **Section 6 Miscellaneous**

- 6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

## Exhibit C – Security

This Security Exhibit is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between UMR, Inc. on behalf of itself and its affiliates (“UMR”) and City of Reno (“Covered Entity”) and is effective on January 1, 2024. These requirements are applicable if and to the extent that UMR creates, has access to, or receives from or on behalf of Customer any Customer Information (as defined below).

The Parties hereby agree as follows:

### Section 1 Definitions

The following terms shall have the meanings as set forth below:

**Customer Information:** Any Customer information in electronic format provided, collected, or created by UMR in the course of providing products or Services under the Agreement that includes or is comprised of any of the following:

- (1) Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Customer.
- (2) Non-public personal information (i.e., any information that would be termed “non-public personal information” under the Federal Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations); and
- (3) Other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable federal or state law, including social security numbers).

**UMR Information Systems:** Information systems resources supplied or operated by UMR, including network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, printers, proprietary applications, and Internet connectivity which are used by UMR in providing products or Services under the Agreement.

**Healthcare Industry Security Standards:** The standards and framework of HITRUST Common Security Framework (“CSF”).

### Section 2 General Requirements

- 2.1 UMR shall maintain a comprehensive security program under which UMR documents, implements, and maintains the physical, administrative, and technical safeguards necessary to: (a) comply with Law; and (b) protect the confidentiality, integrity, availability, and security of UMR Information Systems and Customer Information. UMR’s security program shall be consistent with the requirements of this Exhibit and shall be designed to ensure compliance with the provisions of applicable law, including, as applicable, the Health Information Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), the Payment Card Industry Data Security Standards (“PCI DSS”), and Sarbanes-Oxley (“SOX”).
- 2.2 In accordance with reasonable Healthcare Industry Security Standards, UMR’s security program is comprised of: a formal risk management program; periodic risk assessments; an adequate framework of controls that safeguard UMR Information Systems and information; processes for change management, code inspection, separation of development and production environments, and testing plans; at least once per year perform enterprise-level penetration, perimeter vulnerability testing, internal infrastructure vulnerability testing, and application testing; facility and environmental controls to prevent unauthorized physical access to UMR Information Systems and areas where Customer Information is stored or processed; encrypt transmissions of information via public networks (i.e., the Internet), laptops / desktops, devices, removable storage media (e.g., thumb drive, external hard drives, writable CD drives, backup tapes), applications, and network data storage containers.
- 2.3 UMR will establish and maintain written business continuity plans for the services and supporting facilities, written disaster recovery plans for critical technology and systems infrastructure, and proper risk controls to enable continued performance under the Agreement in the event of a disaster or other unexpected break in services.

3. **Business Continuity Management.** UMR will, at its sole expense, establish and maintain (i) written business continuity plans for the Services and supporting facilities, (ii) written disaster recovery plans for critical technology and systems infrastructure, and (iii) proper risk controls (collectively, the “Contingency Plans”) to enable continued performance under the Agreement in the event of a disaster or other unexpected break in Services. UMR will update and test the operability of any applicable Contingency Plan at least annually and will maintain each such plan upon the occurrence of a declared disaster event. As used herein, a disaster is defined as an unanticipated incident or event, including, without limitation, force majeure events, technological accidents, or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage, or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.
4. **Customer Audit.** At Customer’s own cost and expense, no more than once each year, UMR will permit Customer and/or its duly authorized representatives, upon 30 days advance notice and subject to a mutually agreeable confidentiality agreement, reasonably necessary access to UMR’s data processing facilities, administrative and security procedures, and documentation in order to ascertain compliance with applicable law and the terms of this Exhibit as it relates to the processing of Customer’s data. The scope, timing, nature, and approach of such reviews shall be mutually agreed to in writing by the Parties. Audits will be performed during regular business hours in a manner designed to minimize the interference with UMR’s operations and will not require on-line access to UMR Information Systems. UMR shall provide reasonable access to relevant personnel, physical premises, and reasonable documentation. The duration of any on-site assessments may not exceed more than 1 business day.
5. **Service Auditor Reports.** UMR may make its Type II service auditor report (“Report”) available to UMR’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 (“SSAE18”). Should new guidelines covering service auditor reports be issued, UMR may make the equivalent of, or any successor to, the SSAE18 Type II Report available to UMR’s self-funded customers. The Report is UMR’s Confidential Information and shall not be shared with any third parties without UMR’s prior written approval, except that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s consultants, on the condition that such consultants are not in any way a competitor of UMR’s and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm, or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

## Exhibit D – Fees

This Exhibit describes the Fees Customer agrees to pay to UMR in exchange for the Services. The following financial terms are effective for the period DATE through DATE, unless otherwise specified.

Final Claims Fiduciary: UMR

*All UMR (known as The TPA) fees are shown as per employee per month (PEPM) unless otherwise noted.*

<b>Administration and access fees</b>	<b>Subscribers</b>	<b>Fees 1/1/2024</b>	<b>Fees 1/1/2025</b>	<b>Fees 1/1/2026</b>
Medical claims (Mature) - excludes run-in	█	█	█	█
UnitedHealthcare Choice Plus ® network - access fee	█	█	█	█
Required stop loss interface fee	█	█	█	█
COBRA administration	█	█	█	█
External Pharmacy Benefit Manager (PBM) Interface	█	█	█	█
Dental claims - excludes run-in	█	█	█	█
UHC Dental - access fee	█	█	█	█
Medical and pharmacy integration - per participating employee per month	█	█	█	█
Flexible spending - health care account (HCA) - per employee per account per month	█	█	█	█
Flexible spending - dependent care account (DCA) - per employee per account per month	█	█	█	█
Telemedicine (Teladoc)	█	█	█	█
SHO Utilization Management (UM) / Case Management (CM) Bundle	█	█	█	█
SHO Access Center/Telephone Advice Nurse	█	█	█	█
CRS Enhanced - % of Savings	█	█	█	█
<b>Subtotal</b>	█	█	█	█
Medical client advisor commission		█	█	█
Dental client advisor commission		█	█	█
<b>Subtotal 2</b>	█	█	█	█
Stop loss interface - If a non-preferred vendor is selected, this surcharge fee will also apply	█	█	█	█
Health Savings Account (HSA)	█	█	█	█

Implementation Credit - First year\*\*

[REDACTED]

Wellness Credit - Annually\*\*

[REDACTED]

[REDACTED]

[REDACTED]

**\*\*Implementation Credit**

[REDACTED]

**Conditions:**

- [REDACTED]

**Early termination penalty\*:**

[REDACTED]

**\*\*Wellness Credit**

[REDACTED]

**Conditions:**

[REDACTED]

**Early termination penalty\*:**

[REDACTED]

**Wellness Program Guidelines**

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

- Visible senior-level support for wellness programming
- Programming tied directly to improving health or wellness within your member population
- Wellness initiatives supported by a communication program
- Environment supportive of healthy behaviors

[REDACTED]

- Collaboration to incorporate initiative into a three-year strategic plan to maximize the effectiveness of the program

**Eligible Services for a Wellness Credit**

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

- UMR Wellness CARE - Clinical Health Risk Assessments (CHRA's) and CARE coaching
- Biometric screenings
- Real Appeal
- UMR Ongoing Condition CARE
- UMR Maternity CARE
- Other UMR CARE programs such as Emerging CARE or Complex Condition CARE and Bluetooth devices
- GenerationYOU
- Incentives provided to encourage participation in wellness programs, for example reward cards for CHRA, biometric and/or Wellness CARE or Ongoing Condition CARE coaching completion
- Biometric screenings using UMR's preferred vendor or an external vendor
- Flu shots
- Onsite health fair services - osteoporosis screening, skin cancer screening, nutritional consulting/education, mobile mammography or cardiovascular screening
- Onsite health clinic preventive services
- Wellness related consultative services from physicians, licensed therapists, registered dietitians and other health care professionals
- Dedicated onsite health and wellness coordinator service (program management)
- Health and wellness onsite educational classes from an external vendor or speaker (i.e. stress management, ergonomics, nutrition, cooking demo, etc.)
- Onsite behavioral change classes: Weight Watchers, smoking cessation, anger management
- Virtual behavioral health and/or lifestyle subscription classes
- Financial wellness program fees for services including debt management, credit counseling, estimating retirement and other general financial concepts. (This would not include advice or guidance on wills, trusts, or tax liability or dept consolidation)
- Smoking cessation programs and therapy (i.e. nicotine replacement therapy)
- Onsite exercise: Walking, pedometer program, stair climbing, water aerobics, swimming, cycling, aerobics, personal training, stretching, gym memberships or onsite gym services, acupuncture, alternative/holistic services
- Exercise equipment: Gym equipment – onsite and offsite
- Ergonomic equipment: Work stations, chairs, keyboards, back supports
- Fees related to the TPA's online activity tracking and reward administration.
- Examples include: tracking completion of wellness activities, status of rewards, points earned and health outcomes if applicable.
- Other: Various incentives related to health and wellness that are provided to encourage participation in wellness programs
  - Example: Entry fees to a wellness event (race), attire/gear for a wellness event, rental of equipment for wellness activity.
- The TPA fees for generating out of company data extracts that are explicitly used to support wellness programs
- Printing expenses/materials for a health and wellness event: Costs directly related to the promotion of the eligible wellness program or service (printing expenses or required materials for event)

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

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

[Placeholder for Additional Services Elected]

## Exhibit E – Guarantees

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

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer’s Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified these guarantees are effective beginning January 1, 2024, each twelve-month period is a “Guarantee Period”. With respect to the aspects of UMR’s performance addressed in this exhibit, these Fee adjustments are Customer’s exclusive financial remedies.

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

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

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

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

The first year of the medical claims performance guarantees set forth below will run for a nine-month period and will apply to all medical claims processed by UMR effective for the period beginning April 1, 2024 through December 31, 2024.

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