

Shared Savings Program	<p>Customer will pay a fee equal to twenty-nine percent (29%) of the Savings Obtained as a result of the Shared Savings Program, to be paid through a withdrawal from the Bank Account.</p> <p>The fee per individual claimant for Shared Savings will not exceed \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees ³	<p>The Standard Dental Service Fees are the sum of \$3.12 per Employee per month covered under the Passive PPO portion of the Plan.</p> <p>The Standard Dental Service Fees escalator for years 2021 and 2022 is 3%.</p>
Standard Vision Administrative Service Fees ³ Customer will pay to United an administrative fee for administration of Customer's vision plan, and United shall pass through such received fees to its specialty services affiliate.	<p>¹\$1.25 per Employee per month is included in the Standard Medical Service Fees identified above.</p> <p>The Standard Vision Administrative Service Fees escalator for years 2021 and 2022 is 3%.</p>

Flexible Spending Account Administrative Fees

Service Description	Fee
FSA Administration	\$4.22 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Healthcare Spending Account Card	\$0.50 PEPM
Nondiscrimination testing (NDT)	\$500 per testing occurrence

COBRA Administrative Fees

		January 1, 2018 through December 31, 2022
<i>The following COBRA Services are included in the Standard Medical Service Fee identified above:</i>		
COBRA and/or Direct Billing Set Up and Maintenance		² \$0.55 PEPM is included in the Standard Medical Service Fees above
Group Setup Fee (one time fee at implementation)		Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)		Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)		n/a

COBRA Services	
Ongoing COBRA Continuant Per Month Charge	Included
Qualifying Event Notifications:	
Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included
Texas State Continuation Notification (per notice)	Included
Past Due Notices to Continuant (per notice, upon request)	Included

Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.

The following Optional Services are billed independently of the Standard Medical Service Fee:

Retiree Billing Services

Retiree Direct Billing (per continuant per month)	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included

The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services

Employee Notification Services

Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00
Medicare-D Notifications	\$0.95

Open Enrollment Services

Open Enrollment Service (per person)	\$8.00
Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	Plus Postage
<i>*There is a \$100 minimum for Open Enrollment Services</i>	

***United provides these certificates through its internal processes as part of standard services for UnitedHealthcare members.**

Optional Service Fees

As of the Effective Date United is not providing the service identified below. If Customer requests United provide the service, Customer will pay the additional fee outlined below as of the effective date of the service.

Service Description	Fee
Onsite Services Coordinator	\$5.55 per Employee per month
Diabetes Health Plan	\$1.31 PEPM
Cardiology and Radiology Prior Authorization Programs	\$1.07 PEPM
Onsite Wellness Coordinator	\$7.77 PEPM
Rally Engaged	\$0.46 PEPM
Personal Rewards w/Flex Outcomes	\$1.64 PEPM
Telephonic Health Coaching	\$2.71 PEPM
Smoking Cessation Services (Quit4Life)	\$0.48 PEPM
Processing of run-out claims for twelve (12) months following termination	<p>The Standard Medical Service Fees identified above include six (6) months of run-out claims processing.</p> <p>The fee for run-out claims processing for an additional six (6) months is equal to the last one months' Standard Medical Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Term, a matured Standard Medical Service Fee will be used as the basis for the run-out fee.</p>

Credits

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. This credit is available during the first five years.

Pursuant to Customer's request, the Wellness Allowance amount may be used to pay for reasonable wellness-related programs or activities the County receives from United or Customer's third-party vendors incurred annually through December 31, 2022, provided the Agreement is not terminated. The wellness allowance may be used for wellness related programming and services such as wellness fairs, biometric screenings, and on site flu vaccinations. These annually allotted funds will be available as of the Effective Date, and on each anniversary of the Effective Date.

For Customer's third-party vendor provided wellness services, at Customer's written direction, United will pay wellness-related expenses directly to a Customer third-party vendor once the invoice is sent outlining the expenses Customer has incurred. Customer agrees that United is not responsible for the services Customer's third-party vendor provides, and Customer's third-party vendor is solely responsible for any services rendered to Customer or Participants. The invoices should be submitted within 60 days of the service being incurred. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of Participants, or to educate Participants about healthy lifestyles and choices.

Any wellness-related allowance amounts must comply with these conditions.

In the event that there is a dispute between Customer and Vendor over continuing to make the Vendor Fee payment, the Vendor Fee amount or frequency of the Vendor Fee payment, Customer and Vendor shall be the parties to resolve such dispute and shall hold United harmless in such disputes. In the event of any change whatsoever in the Vendor Fee, Customer shall immediately notify United of such change.

\$40,000 Wellness allowance in 2018

\$40,000 Wellness allowance in 2019

\$40,000 Wellness allowance in 2020

\$40,000 Wellness allowance in 2021

\$40,000 Wellness allowance in 2022

Fee Waiver

United will provide a 1-month fee waiver in the 1st month of years 1-3 (2018 , 2019, and 2020) for all United medical services sold on a PEPM Basis (excluding commissions).

Conditions:

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled Employee count within 15% of the quoted subscriber count of 1,502.
- 1-month fee waiver is calculated after any credits are applied.

Fee Waiver Early Termination Penalty:

- Termination prior to 1/1/2019 = 100% of fees waived
- Termination prior to 1/1/2020 = 50% of fees waived
- Termination prior to 1/1/2021 = 25% of fees waived

³Packaged Savings Program

The Packaged Savings Program is a \$2.00 per-employee per-month (PEPM) credit to the Dental and Vision service fees based upon the medical administration and the Dental and Vision line of specialty coverage Customer has with United.

Packaged Savings Program credit is available effective January 1, 2018 for the initial 12 months that the eligible medical administration and the Dental and Vision line of specialty coverage remain in-force.

United reserves the right to revise or revoke this Packaged Savings Program credit under the following circumstances:

- The benefits requested and/or quoted change.
- Changes in federal, state or other applicable legislation or regulation require changes to the Packaged Savings Program.
- Specialty products can be added off-cycle from the medical product effective date. However, if the medical or specialty coverage terminates prior to December 31, 2018, any remaining Packaged Savings administrative credits will be forfeited.

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period January 1, 2018 through December 31, 2018, or as otherwise indicated (each twelve month period is a “Guarantee Period”). With respect to the aspects of United'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.

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

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United 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 UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

The maximum penalty payout across all guarantees for the Guarantee Period shall in no circumstances exceed 50% of total fees at risk across all guarantees.

Implementation -- Applies to First Year Only			
A formal implementation plan, which defines key tasks, dependencies and completion dates will be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on the customer's part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee.			
Initial ID Card Issuance			
Definition	ID cards will be postmarked within the parameters set forth after the final eligibility data has been system loaded, passed a quality assurance check, passed a system load test and has been released to the ID card production area.		
Measurement	Percentage of cards issued		99%
	Issuance time frame, business days or less	business days	10
Criteria	Calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. ID card turnaround time guarantees are based on United's performance during the implementation process.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		

Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Claim Ready Date		
Definition	Ready to pay electronic claims by the later of the effective date or within the designated number of days following the completion of key implementation tasks: (i) Account structure and benefit plan details are defined and written approval has been provided by the customer; (ii) final eligibility has been received and successfully tested by United; and (iii) if so negotiated, deductibles and lifetime maximums from the previous carrier received in a mutually agreed upon format, accurate, and loaded electronically.	
Measurement	Electronic claim ready by effective date or the later of business days or less	business days 18
Criteria	If any additional changes are received or requested after written approval is received, 10 additional business days will be required for changes affecting up to ten benefit plans (sets); 20 additional days will be required for changes affecting ten or more benefit plans (sets).	
Level	Customer specific	
Period	Initial implementation timeframe	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Eligibility Loading		
Definition	Initial implementation electronic eligibility files will be loaded within the timeframe set forth following receipt of clean eligibility file.	
Measurement	Files loaded, in business days or less	business days 3
Criteria	Clean eligibility file once approved by Customer and/or its designee and United, which must be: a) error free; b) formatted per United's standards; and c) received by 12:00 p.m., EST on the scheduled date, or the guarantee period starts the following business day.	
Level	Customer specific	
Period	Initial implementation timeframe	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	

Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50%		
	98.49% - 98.00%		
	97.99% - 97.50%		
	97.49% - 97.00		
	Below 97.00%		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50%		
	96.49% - 96.00%		
	95.99% - 95.50%		
	95.49% - 95.00%		
	Below 95.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed to Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		

Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50%		
	2.51% - 3.00%		
	3.01% - 3.50%		
	3.51% - 4.00%		
	Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00%		
	90.99% - 89.00%		
	88.99% - 87.00%		
	86.99% - 85.00%		
	Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administers your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$5,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10 point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$5,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

Pharmacy Financials
January 1, 2018 through December 31, 2020

Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria	01/01/2018		01/01/2019	01/01/2020
	Combined Discount Guarantee			
	Retail Brand, Average Wholesale Price (AWP) less	18.3%	18.3%	18.3%
	Retail Brand -- 90 Day Supply, AWP less	21.7%	21.7%	21.7%
	Retail Generic - 30 and 90 Day, AWP less	77.0%	77.1%	77.3%
	Mail Order Brand, AWP less	23.2%	23.3%	23.4%
	Mail Order Generic, AWP less	80.0%	80.1%	80.3%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees			
	Retail Brand	\$1.00	\$0.95	\$0.90
	Retail Brand -- 90 Day Supply	\$0.57	\$0.57	\$0.57
	Retail Generic	\$1.00	\$0.95	\$0.90
	Retail Generic -- 90 Day Supply	\$0.57	\$0.57	\$0.57
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type,			
	Minimum Rebate Guarantee (Traditional PDL)			
	Rebate Sharing Percentage	100.0%	100.0%	100.0%
	Basis, per script	Brand	Brand	Brand
	Retail	\$124.24	\$161.57	\$181.96
	Mail Order	\$219.50	\$232.52	\$254.30
	Specialty	Included In Retail	Included In Retail	Included In Retail
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount Discounts	The amount the actual discounts are less than the combined contracted discount amount.			
Payment Amount Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount Rebates	The amount the combined actual Rebate amount are less than the combined guaranteed Rebate amount.			
Conditions	Discount Specific Conditions <ul style="list-style-type: none">• Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugsThe guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.• Does not apply to items covered under the Plan for which no AWP measure exists.• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.• The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items.			

- The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.
- The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.

Rebate Specific Conditions

- Assumes implementation of United's Traditional PDL

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
- if Customer changes or does not elect an Incented plan design
- United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.
- Specialty rebates are included in the guaranteed retail per-script rebates above.
- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. These administrative fees are included in the guaranteed per-script rebates above.

General Conditions

- On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- A minimum of 1,352 Employees and 3,078 Participants enrolled in the pharmacy plan is required.
- The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United as the exclusive mail provider and a mail benefit design as applicable to the historical data provided for the purpose of this cost proposal. All rates and fees are subject to change otherwise.
- United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote;
- f) if Customer changes their mail service benefit.

TRRX
(05/2015)

Specialty Pharmacy					
Specialty Pharmacy Discount Guarantee					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network				
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.				
Conditions	<ul style="list-style-type: none"> Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark 				
Specialty Drug Category	Brand Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Brand Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	13.0%	HIV	TIVICAY	12.5%
ANEMIA	EPOGEN	13.2%	HIV	TRIUMEQ	13.5%
ANEMIA	PROCRIT	13.6%	HIV	TRIZIVIR	14.2%
ANTIHYPERLIPIDE MIC	JUXTAPID	14.2%	HIV	TRUVADA	13.4%
ANTIHYPERLIPIDE MIC	KYNAMRO	11.4%	HIV	TYBOST	13.5%
ANTIHYPERLIPIDE MIC	PRALUENT	13.5%	HIV	VIDEX	14.3%
ANTIHYPERLIPIDE MIC	REPATHA	13.5%	HIV	VIDEX EC	14.3%
ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	VIRACEPT	14.2%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	VIRAMUNE	14.2%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIRAMUNE XR	14.2%
CNS AGENTS	SABRIL	14.3%	HIV	VIREAD	14.2%
CNS AGENTS	TETRABENAZINE	14.5%	HIV	ZERIT	14.3%
CNS AGENTS	XENAZINE	14.5%	HIV	ZIAGEN	14.2%
CNS AGENTS	XYREM	5.5%	HIV	ZIDOVUDINE	13.5%
CYSTIC FIBROSIS	BETHKIS	13.5%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	CAYSTON	14.0%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	KALYDECO	11.8%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	KITABIS PAK	12.1%	INFERTILITY	CETROTIDE	13.5%

CYSTIC FIBROSIS	ORKAMBI	13.5%	INFERTILITY	CHORIONIC GONADOTROPIN	10.0%
CYSTIC FIBROSIS	PULMOZYME	12.1%	INFERTILITY	FOLLISTIM AQ	13.2%
CYSTIC FIBROSIS	TOBI	12.1%	INFERTILITY	GANIRELIX ACETATE	10.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.5%	INFERTILITY	GONAL-F	22.8%
CYSTIC FIBROSIS	TOBRAMYCIN	12.1%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	HUMAN CHORIONIC GONADOTROPIN	10.0%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	NOVAREL	12.1%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	OVIDREL	13.5%
ENDOCRINE	CYSTADANE	10.0%	INFERTILITY	PREGNYL	10.0%
ENDOCRINE	CYSTARAN	7.3%	INFLAMMATORY CONDITIONS	ACTEMRA	13.5%
ENDOCRINE	EGRIFTA	13.5%	INFLAMMATORY CONDITIONS	CIMZIA	12.6%
ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	ENBREL	12.4%
ENDOCRINE	H.P. ACTHAR	12.0%	INFLAMMATORY CONDITIONS	HUMIRA	14.6%
ENDOCRINE	KEVEYIS	10.9%	INFLAMMATORY CONDITIONS	KINERET	13.1%
ENDOCRINE	KORLYM	11.4%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	KUVAN	12.6%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	SIMPONI	12.6%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	STELARA	11.7%
ENDOCRINE	OCTREOTIDE ACETATE	13.7%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	RAVICTI	11.9%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SAMSCA	12.6%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SANDOSTATIN	13.7%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SIGNIFOR	7.9%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	SODIUM PHENYLBUTYRATE	13.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	SOMATULINE DEPOT	11.9%	MULTIPLE SCLEROSIS	AVONEX	12.2%
ENDOCRINE	SOMAVERT	10.6%	MULTIPLE SCLEROSIS	BETASERON	13.5%
ENDOCRINE	SYPRINE	12.7%	MULTIPLE SCLEROSIS	COPAXONE	13.5%
ENDOCRINE	THIOLA	11.4%	MULTIPLE SCLEROSIS	EXTAVIA	12.6%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	ORFADIN	-3.0%	MULTIPLE SCLEROSIS	GLATOPA	13.5%

ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
ENZYME DEFICIENCY	SUCRAID	10.9%	MULTIPLE SCLEROSIS	REBIF	13.3%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.3%
GAUCHERS DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	13.9%	NEUTROPENIA	LEUKINE	13.7%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.2%	NEUTROPENIA	NEULASTA	13.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	12.6%	NEUTROPENIA	NEUPOGEN	13.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	14.2%	NEUTROPENIA	ZARXIO	13.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	12.4%	ONCOLOGY - INJECTABLE	INTRON A	13.0%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	12.4%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.8%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
GROWTH HORMONE DEFICIENCY	SAIZEN	16.2%	ONCOLOGY - ORAL	AFINITOR	12.6%
GROWTH HORMONE DEFICIENCY	SEROSTIM	11.2%	ONCOLOGY - ORAL	AFINITOR DISPERZ	12.6%
GROWTH HORMONE DEFICIENCY	ZOMACTON	13.5%	ONCOLOGY - ORAL	ALECENSA	13.5%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.0%	ONCOLOGY - ORAL	BEXAROTENE	13.5%
HEMATOLOGIC	BERINERT	5.5%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - ORAL	CAPECITABINE	13.2%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMATOLOGIC	MOZOBIL	12.6%	ONCOLOGY - ORAL	COMETRIQ	10.6%
HEMATOLOGIC	PROMACTA	12.6%	ONCOLOGY - ORAL	COTELLIC	13.5%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	ADVATE	38.7%	ONCOLOGY - ORAL	FARYDAK	13.5%
HEMOPHILIA	ADYNOVATE	13.5%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	36.8%	ONCOLOGY - ORAL	GLEEVEC	14.2%
HEMOPHILIA	ALPHANINE SD	30.5%	ONCOLOGY - ORAL	HYCANTIN	14.8%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	IBRANCE	13.5%
HEMOPHILIA	BEBULIN	12.7%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHILIA	BENEFIX	7.3%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHILIA	CORIFACT	13.5%	ONCOLOGY - ORAL	IRESSA	13.5%

HEMOPHILIA	ELOCTATE	24.8%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHILIA	FEIBA	31.1%	ONCOLOGY - ORAL	LENVIMA	13.5%
HEMOPHILIA	FEIBA NF	31.1%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHILIA	HELIXATE FS	36.9%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHILIA	HEMOFIL M	41.9%	ONCOLOGY - ORAL	MATULANE	12.5%
HEMOPHILIA	HUMATE-P	24.3%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHILIA	IXINITY	7.3%	ONCOLOGY - ORAL	MESNEX	13.5%
HEMOPHILIA	KOATE-DVI	40.9%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHILIA	KOGENATE FS	39.9%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHILIA	MONOCLATE-P	29.6%	ONCOLOGY - ORAL	ODOMZO	13.5%
HEMOPHILIA	MONONINE	29.6%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA	NOVOEIGHT	24.8%	ONCOLOGY - ORAL	REVLIMID	9.6%
HEMOPHILIA	NOVOSEVEN RT	34.1%	ONCOLOGY - ORAL	SPRYCEL	14.5%
HEMOPHILIA	NUWIQ	13.5%	ONCOLOGY - ORAL	STIVARGA	13.5%
HEMOPHILIA	PROFILNINE	13.4%	ONCOLOGY - ORAL	SUTENT	13.5%
HEMOPHILIA	PROFILNINE SD	13.4%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEMOPHILIA	RECOMBINATE	37.4%	ONCOLOGY - ORAL	TAGRISSE	13.5%
HEMOPHILIA	RIXUBIS	7.3%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEMOPHILIA	TRETTEN	13.5%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA	WILATE	13.5%	ONCOLOGY - ORAL	TEMODAR	14.2%
HEMOPHILIA	XYNTHA	13.5%	ONCOLOGY - ORAL	TEMOZOLOMIDE	14.2%
HEPATITIS B	ADEFOVIR DIPVOXIL	13.2%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS B	BARACLUDE	13.2%	ONCOLOGY - ORAL	TRETINOIN	18.1%
HEPATITIS B	ENTECAVIR	13.2%	ONCOLOGY - ORAL	TYKERB	14.0%
HEPATITIS B	EPIVIR HBV	12.2%	ONCOLOGY - ORAL	VENCLEXTA	13.5%
HEPATITIS B	HEPSERA	13.2%	ONCOLOGY - ORAL	VOTRIENT	12.6%
HEPATITIS B	LAMIVUDINE HBV	12.2%	ONCOLOGY - ORAL	XALKORI	13.5%
HEPATITIS B	TYZKA	13.2%	ONCOLOGY - ORAL	XELODA	13.2%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS C	HARVONI	14.5%	ONCOLOGY - ORAL	ZELBORAF	12.2%
HEPATITIS C	OLYSIO	13.5%	ONCOLOGY - ORAL	ZOLINZA	14.2%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HEPATITIS C	PEGINTRON	14.2%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	SOVALDI	13.5%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - TOPICAL	TARGRETIN	13.5%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HEPATITIS C	ZEPATIER	13.5%	OSTEOPOROSIS	FORTEO	13.2%
HIV	ABACAVIR	14.2%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	ABACAVIR SULFATE/LAMIVUD INE/ZIDOVUDINE	14.2%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	APTIVUS	14.3%	PULMONARY DISEASE	OFEV	12.5%
HIV	ATRIPLA	13.3%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	COMBIVIR	13.5%	PULMONARY HYPERTENSION	ADEMPAS	12.5%

HIV	COMPLERA	13.5%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	CRIXIVAN	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	DIDANOSINE	14.3%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	EDURANT	13.5%	PULMONARY HYPERTENSION	REVATIO	12.7%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	SILDENAFIL	12.7%
HIV	EPIVIR	13.2%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	12.7%
HIV	EPZICOM	13.5%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	UPTRAVI	14.0%
HIV	GENVOYA	13.5%	PULMONARY HYPERTENSION	VENTAVIS	+10.4%
HIV	INTELENCE	12.6%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	INVIRASE	14.3%	TRANSPLANT	CELLCEPT	12.5%
HIV	ISENTRESS	11.7%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	KALETRA	13.5%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	LAMIVUDINE	13.2%	TRANSPLANT	ENVARUSUS XR	13.5%
HIV	LAMIVUDINE/ZIDOVUDINE	13.5%	TRANSPLANT	GENGRAF	17.6%
HIV	LEXIVA	14.2%	TRANSPLANT	HECORIA	13.4%
HIV	NEVIRAPINE	14.2%	TRANSPLANT	MYCOPHENOLATE MOFETIL	11.7%
HIV	NEVIRAPINE ER	14.2%	TRANSPLANT	MYCOPHENOLIC ACID	13.5%
HIV	NORVIR	13.2%	TRANSPLANT	MYCOPHENOLIC ACID DR	13.5%
HIV	PREZCOBIX	13.5%	TRANSPLANT	MYFORTIC	13.5%
HIV	PREZISTA	14.2%	TRANSPLANT	NEORAL	13.2%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	PROGRAF	13.4%
HIV	RETROVIR	13.5%	TRANSPLANT	RAPAMUNE	13.5%
HIV	REYATAZ	13.5%	TRANSPLANT	SANDIMMUNE	26.0%
HIV	SELZENTRY	12.6%	TRANSPLANT	SIROLIMUS	13.5%
HIV	STAVUDINE	12.6%	TRANSPLANT	TACROLIMUS	12.1%
HIV	STRIBILD	13.0%	TRANSPLANT	TACROLIMUS MONOHYDRATE	12.1%
HIV	SUSTIVA	14.2%	TRANSPLANT	ZORTRESS	13.5%

*Includes Nebulizer

NOTE: Can only dispense Anemia and Neutropenia drugs where they are adjunct therapy to Hepatitis-C.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its affiliates (“Business Associate”) and Williamson County (“Covered Entity”) and is effective on 1/1/2018 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.4 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

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

- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

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

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

4. PERMITTED USES AND DISCLOSURES OF PHI

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

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R. 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. TERMINATION

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

6. MISCELLANEOUS

- 6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.