ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO:	SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.	DATE ISSUED:	NOVEMBER 5, 2021
	9800 HEALTH CARE LANE	CONTRACT NO:	21-HRD-RFP-566
	MINNETONKA, MINNEAPOLIS 55343	CONTRACT TITLE:	COMPREHENSIVE MEDICAL AND PRESCRIPTION DRUG SERVICES FOR MEDICARE ENROLLED COUNTY RETIREES AND THEIR MEDICARE ENROLLED ELIGIBLE DEPENDENTS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-HRD-RFP-566 including any attachments or amendments thereto.

EFFECTIVE DATE: NOVEMBER 5, 2021
EXPIRES: DECEMBER 31, 2024
RENEWALS: FOUR (4) ADDITIONAL 12-MONTH PERIODS FROM JANUARY 1, 2025 TO DECEMBER 31, 2028
COMMODITY CODE(S): 94807, 94848, and 95348
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 21-HRD-RFP-566

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT:	JOHN THOMPSON	VENDOR TEL. NO.:	(770) 200-6802
		EMAIL ADDRESS:	JOHN_C_THOMPSON@UHC.COM
COUNTY CONTACT:	KRISTIN YOUNG	COUNTY TEL. NO.:	(703) 228-3485
		EMAIL ADDRESS:	KLYOUNG@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sharon T. Lewis **Title: Purchasing Agent** **Date:** 12/15/2022

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 21-HRD-RFP-566

THIS AGREEMENT is made, on January 1, 2022, between Sierra Health and Life Insurance Company, Inc. 9800 Health Care Lane, Minnetonka, Minneapolis 55343 ("Contractor"), a Minneapolis stock corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement
Exhibit A – Scope of Work
Exhibit B – Medicare Advantage Plan Part D Design
Exhibit C – Medicare Advantage Plan Part D Pricing
Exhibit D – United Healthcare Definitions and Other Provisions
Exhibit E – Performance Guarantees
Exhibit F – County Nondisclosure and Data Security Agreement (Contractor)
Exhibit G – Proprietary and Confidential Information from the Contractor's Response to the RFP

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is Provide and Administer the County Medicare Retiree Health Benefit Services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill

the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM AND RATE GUARANTEE

The Contract shall consist of a three-year fixed price per member, per month premium rate for the initial Contract Term. The County shall have the option to extend for up to four (4) additional 12-month periods; per member per month rates for those initial periods will be negotiated.

The term of the Contract(s) began on or about November 5, 2021 (for the purpose of implementation and testing) and shall end on December 31, 2024. Medical and prescription drug benefit services commenced on January 1, 2022. The County's plan year for Medicare related plans is from January 1 to December 31.

Upon satisfactory performance by the Contractor, the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Contract for not more than four (4) additional 12-month periods, from January 1, 2025 to December 31, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within thirty (30) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

6. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

E. To the extent possible, the Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than $10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than $10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

16. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

17. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services, or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless, the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period accepted by the County in a given instance (“Cure Period”). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 60 calendar days of written notice of termination to allow processing time for the Contractor to notify the Member with a minimum of 21 calendar days’ advance notice of termination. Termination will always be effective on the last day of the month. The County will continue to be liable for Plan Benefit Premium for all Members enrolled in this Plan through the County until the date of termination or, if later, the termination date indicated by Centers for Medicare and Medicaid Services (“CMS”).

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be 60 calendar days after written notice of termination to the Contractor (unless the County provides for an opportunity to cure), to allow processing time for the Contractor to notify the Member with a minimum of 21 calendar days' advance notice of termination. Termination will always be effective on the last day of the month. The County will continue to be liable for Plan Benefit Premium for all Members enrolled in this Plan through the County until the date of termination or, if later, the termination date indicated by CMS, and the Contractor will not be permitted to seek other termination costs.

   Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

   Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 60 calendar days' written notice of termination to allow processing time for the Contractor to notify the Member with a minimum of 21 calendar days' advance notice of termination. Termination will always be effective on the last day of the month. The County will continue to be liable for Plan Benefit Premium for all Members enrolled in this Plan through the County until the date of termination or, if later, the termination date indicated by CMS. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

C. TERMINATION BY THE CONTRACTOR

This Contract shall terminate, in whole or in part, upon any of the following events, and the Contractor will send notices of termination within 90 days of the effective date of termination, or as otherwise required by CMS.

a. termination or non-renewal of the Contractor's contract with CMS

b. termination or non-renewal with respect to a Service Area (as defined in Exhibit D) or a portion of a Service Area in which the Member resides, as applicable

c. if the Contractor no longer issues the Plan or any County health benefit plans within the applicable market as permitted by law

d. if the County fails to abide by and enforce the conditions of Enrollment set forth in this Contract

e. if the County no longer meets the Contractor's minimum contribution or participation requirements

f. in the event of a filing by or against the County of a petition for relief under the Federal Bankruptcy Code

g. if any jurisdiction prohibits a party from administering the Plan under the terms of this Contract, or imposes a penalty on the Plan, the County or the Contractor and such penalty is based on the services specified in this Contract. In this situation, the party may immediately discontinue the Contract's application in such jurisdiction. Notice must be given to the other party when reasonably practical. The Contract will continue to apply in all other jurisdictions.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract. Notwithstanding the foregoing, the County and Contractor agree that Contractor does not render medical services to Members, that neither is responsible for the provision of healthcare by healthcare providers, that healthcare providers are not the agents of either, and that in no event shall the indemnification obligations under this section apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of healthcare providers with respect to claimants.

19. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask, and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work, or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented

invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product created exclusively for the County, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product created exclusively for the County to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

To the extent possible, the Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties. The provisions of this section will survive any termination or cancellation of this Contract.

21. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable local, state, and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor, and use appropriate administrative, technical, and physical security measures to control access to and to preserve the confidentiality, privacy, integrity, and availability of all electronically maintained or transmitted information received from and maintain such information of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are maintained, transmitted or accessed to perform the Work under this Contract.

(a) **County's Non-Disclosure and Data Security Agreement**. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors performing any work under this Contract) must sign the NDA (**Exhibit F**) before performing any work. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

(b) **Use of Data**. The Contractor will ensure against any unauthorized use, distribution, or disclosure of or access to County Information and by itself or its Designees. Use of County

Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

(c) **Data Protection**. The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. Upon request and no more frequently than once per calendar year, the Contractor must provide to the County a copy of its data security policy and procedures for securing County Information. If requested by the County, and agreed to by the Contractor, HITRUST letters and discuss appropriate HITRUST reports

(d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers, or fax machines that store County Data into hard drives must provide data-at-rest encryption.

(e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

(f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.

22. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

23. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

24. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

25. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

26. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants, or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants, or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

27. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g., separate title sheets or chapter dividers)

28. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required under applicable law, whichever is greater, after the final payment. Upon request, the Contractor will make available to the County or its authorized agents to examine, in paper or electronic form at the County's election, any pertinent books, documents, papers and records related to this Contract that are reasonably necessary to support the audit of the County. Any requests for information or documents from County must be within the scope of the audit of the County, and the parties must mutually agree on any information that will be provided. If a third party is engaged to conduct the audit, a mutually agreeable confidentiality agreement with the Contractor is

required. The Contractor must provide requested documents to the County for examination within 30 days of the request. Should the County's examination reveal any overcharging by the Contractor, the Contractor shall reimburse or credit the County within 60 days of the correction of the eligibility data; or the County may deduct the overcharges from any amount that the County owes to the Contractor.

The County Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

29. ASSIGNMENT

Neither Party may assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations, or interests under this Contract without the prior written consent of the other Party.

30. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

31. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

32. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board, or a court of law.

33. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

34. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

35. NONEXCLUSIVITY OF REMEDIES

All remedies available to the Parties under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

36. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

37. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence, or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

38. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

39. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW, FORUM, VENUE AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

40. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

41. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

42. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified, or registered and addressed as follows:

TO THE CONTRACTOR:
John Thompson, National Vice President National Practice Leader – Public Sector
Sierra Health and Life Insurance Company, Inc.
9800 Health Care Lane
Minnetonka, Minneapolis 55343
Phone: (770) 200-6802
Email: john_c_thompson@uhc.com

TO THE COUNTY:
Kristin Young, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 511
Arlington, Virginia, 22201
Phone: (703) 228-3485
Email: klyoung@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228- 3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

43. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

44. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

45. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

46. HIPAA COMPLIANCE

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). The Contractor must also enter into an agreement with any subcontractors that requires the subcontractor to protect PHI to the same extent as the Contractor. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure, or costs that arise from any failure to comply with this paragraph.

47. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance with respect to services provided under this Contract include, but are not limited to, the following:

a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services, and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services, and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing, or vision impairments.

c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.

d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

48. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A- "or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $2,000,000 per occurrence, with $4,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the

c. Business Automobile Liability - $1,000,000 combined single-limit (owned, non-owned and hired).

d. Cyber Liability - $2,000,000 per claim.

e. Errors and Omissions - $2,000,000 per claim.

f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation, automotive, cyber liability, and professional liability; and the additional insured endorsement must be typed on the certificate.

g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, for a period of three years after all services are until the applicable statute of limitations for any claims has expired.

i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

49. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.
AUTHORIZED SIGNATURE: DocuSigned by: Dr. SHARON T. LEWIS 89B86B1AD301462...	AUTHORIZED SIGNATURE: DocuSigned by: Jennifer Dumas 59CE2BE98331432...
NAME: Dr. Shaorn T Lewis	NAME: Jennifer Dumas
TITLE: Purchasing Agent	TITLE: Regional Contract Manager
DATE: 12/15/2022	DATE: 12/15/2022

EXHIBIT A
SCOPE OF SERVICES

The Contractor will be responsible for providing fully insured, national passive PPO Medicare Advantage and Part D (MAPD) coverage, on a group basis, to Arlington County Government's Medicare-enrolled retirees and their Medicare-enrolled eligible dependents.

In addition to providing the MAPD group coverage, the Contractor will be responsible for the following tasks:

Task 1: Implementation of Plan Services

- Medical and prescription drug benefit services must begin on January 1, 2022.
- Medical and prescription drug benefit services will relect the Plan Design show in Exhibit A-1
- Implementation services must begin by September 15, 2021.
- Implementation services must include, but not be limited to
    - Plan setup on the contractor's internal systems.
    - Working with the HR Benefits team to establish procedures for data sharing, member enrollment, enrollment verification/audit.
    - Providing communication materials directly to retirees to educate them about plan benefits, plan membership services, plan rules, getting customer services assistance, etc.
    - Enrolling retiree members in plan coverage prior to the coverage start date.
    - Providing and distributing plan ID cards prior to the coverage start date.
    - Assisting retiree members with mail-order prescription drug registration and Rx transfer.
    - Educating/orienting County staff about plan services, rules, reporting, customer services, etc.

Task 2: Account and Data Management

- Provide an employer website that enables designated County staff to have on-line access to subscriber data, claims, eligibility, and enrollment information.
- Provide a secure email communication system for vendor and County staff communications.
- Ensure full compliance with Centers for Medicare & Medicaid Services (CMS)regulations, HIPPA, and the Affordable Care Act.
- Provide a dedicated account representative who will directly work with County HR Benefits staff.
- Management Information and Analysis:
    - Provide timely federal legislative updates of changes impacting County self-insured plans.
    - Provide analysis of new/changed legislation and regulations impacting the health care industry.
    - Provide information and recommendations concerning plan management options resulting from changes in healthcare opportunities and potential plan design options.
    - On an annual basis, analyze and report on program utilization and costs, comparisons to previous years and overall plan performance and provide recommendations to improve plan effectiveness.
- Eligibility and Enrollment
    - Receive and process data files from the current vendor for initial enrollment and enroll members in new plan for January 1, 2022 start date.
    - Produce enrollment materials for members and print and mail an enrollment packet to all current retirees "aging-in" to Medicare coverage.
    - Perform outbound follow-up calls to non-responsive age-in retirees in order to secure their enrollment application.
    - Receive and process rolling applications for:
        - Active employees who are retiring and enrolling Medicare Part B.
        - Current retirees and dependents who age-in to Medicare or become otherwise Medicare-eligible.
        - Current Medicare-eligible retirees/dependents who need to enroll in the County's plan due to loss of other coverage or a qualifying life event.

  - Verify Medicare Part B enrollment information for each applicant with the Centers for Medicaid and Medicare Services (CMS).
  - Enroll applying participants in the plan within 48 hours of receipt of their application and verification of Medicare Part B enrollment.
  - Generate and mail member ID card(s) to new enrollees within 10 business days of receipt of their application.
  - By the 10th of each month, provide an update to County Benefits Staff of new plan enrollments and plan terminations (CMS-confirmed failure to pay Part B premiums, enrollment in non-County plan, or death).
- Collaborate with the County to provide communication materials for the County's open enrollment activities in May each year.
- Financial Services
  - Provide accurate and efficient billing system for monthly premium payments.
  - Pay provider claims accurately and timely.
- Financial Analysis
  - Upon request from the County, project premium impact for benefit design changes.
  - Upon request from the County, provide premium estimates for contract renewal.
- Internal Controls and Audits: Monitor performance accuracy and operational controls at an enterprise level to ensure efficiency, accuracy, effectiveness. Provide annual Service Organization Control (SOC) reports (SOC 1 and SOC 2) to the County.

Task 3: Reporting/Analysis

- Provide County Benefits staff with access to an on-line reporting system that includes but is not limited to monthly membership enrollment, which includes at a minimum name, address, plan enrollment date.

Task 4: Claims Review and Processing

- Claims Processing
  - Review, process, validate and adjudicate 100% of medical and prescription drug claims in accordance with the plan.
  - Determine the reasonableness, appropriateness, accuracy, and applicability of all provider bills.
  - Administer coordination of benefits (COB) for all claims, including third-party subrogation.
    - Provide timely research of claims issues and assist impacted participant(s).
    - Generate clear, simple, and accurate Explanation of Benefit ("EOB") statements for each claim processed.
    - Provide electronic and hard copy EOB statements directly to members.
    - Perform internal audits of claim payments using representative, random sampling.
    - Administer claims run-out process for twelve months after termination of the contract at no charge to the County.

Task 5: Customer and Member Services

- Maintain one or more Member Services Call Centers that provide:
  - Minimum service hours of 7 am to 7 pm in each US time zone.
  - Toll-free access to customer service call center.
  - TTD or TTY services for hearing impaired.
  - Full services (including language translation) to callers whose primary language is not English.
- Web Member Services and Mobile Capability
  - Establish a secure website to view plan details; find providers; print temporary cards, claims and explanation of benefits; and access wellness and educational materials and services.
  - Provide online tools to enable cost comparisons among providers for various procedures.
  - Provide online tools to enable prescription drug pricing comparisons.
  - Provide access to telemedicine providers, including behavioral health providers.

    - Provide a mobile app or mobile-optimized website that allows members to perform the functions above on mobile devices.
    - Provide an online chat service with customer service representatives.
    - Provide a secure email option to discuss and share information with customer service representatives.
- Forms and Information
    - Provide educational materials in English and Spanish.
    - In December, provide updated electronic plan summaries for new Plan Year.
    - Provide all CMS required communications (ANOC, EOC) to each enrolled member in accordance with CMS regulations.
    - Create and provide PDF fillable enrollment forms.
    - Create and provide a PDF version of plan summary.
    - By January 15th, print and ship 100 new member enrollment packets to County HR offices.
- Provide Member Identification Card that includes but are not limited to:
    - Group Name and Number
    - Subscriber Name and ID Number
    - Effective Date
    - Plan Name
    - Member Services phone number(s)
    - Member Services web address
    - Plan copays or coinsurance
    - Claim submission address and Electronic claims payor ID (or equivalent)
    - Rx BIN, RX PCN, Group ID; ISSUER number; Rx Customer Service Number, Rx Claims Address
- Upon request from the County, perform outbound follow-up call(s) to members who are needing customer services assistance or clarification of benefits.
- Provide a designated representative to handle all escalated calls from the County's HR Benefits team; address such escalated calls within 24 hours' notice by the HR Benefits team.

Task 7: Prescription Drug Benefit Services:

- Provide prescription drug benefits through Medicare Part D to enrolled members.
- Establish and administer a Specialty pharmacy program for injected, inhaled, or infused medications.
- Provide mail-order prescription drug services for enrolled members.
- Provide members with the ability to manage mail-order drugs through an online account.
- Provide refill services through interactive voice response phone services.
- Provide 24-access to a pharmacist via phone.
- Provide a broad, national network of retail pharmacies.
- Maintain a current directory of network pharmacies that is available to members.
- Administer an ongoing prescription drug mail-order transition service that assists members in transferring prescription refills.
- Administer ongoing prescription drug clinical programs.

UnitedHealthcare Group Medicare Advantage (PPO)
Arlington County Government

New MAPD Plan

Medical Coverage		1/1/2022 - 12/31/2022
Benefit Name	**In Network Services**	**Out of Network Services**
Annual Medical Deductible	None	None
Annual Medical Out-of-Pocket Maximum	$1,000	$1,000
Is Annual Medical Out-of-Pocket Maximum combined for IN and OUT of network?	Yes	
Physician Services		
Primary Care Physician Office Visit (includes Non-MD office visits)	$0	$0
Specialist Office Visit	$35	$35
Virtual Office Visit	$0	$0
- with Providers: **AmWell**, **Doctor on Demand**, or **Teladoc**	$0	
Telemedicine	$0	$0
Annual Routine Physical Exam	$0	$0
Inpatient Services		
Inpatient Hospital Stay	$120 Per Admit	$120 Per Admit
Skilled Nursing Facility Care - Prior hospital stay requirement waived	Yes	Yes
Skilled Nursing Facility Care - Benefit Period	100 Days	
Skilled Nursing Facility Care Day Range 1	$0 Per Day Days 1 - 20	$0 Per Day Days 1 - 20
Day Range 2	$150 Per Day Days 21 - 21	$150 Per Day Days 21 - 21
Day Range 3	$0 Per Day Days 22 - 100	$0 Per Day Days 22 - 100
Inpatient Mental Health Lifetime Maximum	Unlimited	
Inpatient Mental Health/ Substance Abuse in a Psychiatric Hospital	$120 Per Admit	$120 Per Admit
Outpatient Services		
Outpatient Surgery	$50	$50
Outpatient Hospital Services	$50	$50
Outpatient Mental Health/Substance Abuse - Individual Visit	$0	$0
Outpatient Mental Health/Substance Abuse - Group Visit	$0	$0
Partial Hospitalization (Mental Health Day Treatment) per day	$55	$55
Comprehensive Outpatient Rehabilitation Facility (CORF)	$40	$40
Occupational Therapy	$25	$25
Physical Therapy and Speech/Language Therapy	$25	$25
Cardiac/Intensive Cardiac/Pulmonary Rehabilitation/SET	$25	$25
Intensive Cardiac Rehabilitation	$25	$25

Pulmonary Rehabilitation	$25	$25
Supervised Exercise Therapy (SET) for Symptomatic peripheral artery disease (PAD)	$25	$25
Kidney Dialysis	$0	$0
Medicare Covered Services		
Chiropractic Visit	$20	$20
Podiatry Visit	$35	$35
Eye Exam	$10	$10
Eyewear (Frames and Lenses after cataract surgery)	$0	$0
Hearing Exam	$35	$35
Dental Services	$35	$35

New MAPD Plan

Medical Coverage		1/1/2022 - 12/31/2022
Benefit Name	**In Network Services**	**Out of Network Services**
Ambulance/Emergency Room/Urgent Care		
Ambulance Services	$0	$0
Ambulance Copay Waived if Admitted	No	No
Emergency Room (includes Worldwide coverage)	$120	$120
Emergency Room Copay Waived if Admitted within 24 hours	Yes	Yes
Urgent Care (Includes Worldwide Coverage)	$40	$40
Urgent Care Copay Waived if Admitted within 24 hours	Yes	Yes
Part B Drugs And Blood		
Part B Drugs	$0	$0
Part B Chemotherapy Drugs	$0	$0
Blood (3 pint deductible waived)	$0	$0
Durable Medical Equipment (DME) And Supplies		
Durable Medical Equipment	$0	$0
Prosthetics	$0	$0
Orthotics	$0	$0
Diabetic Shoes and Inserts	$0	$0
Medical Supplies	$0	$0
Diabetic Monitoring Supplies	$0	$0
Insulin Pumps and Supplies	$0	$0
Home Healthcare Agency & Hospice		
Home Health Services	$0	$0
Hospice (Medicare-covered)	$0	$0
Procedures		
Clinical Laboratory Services	$0	$0
Outpatient X-ray Services	$25	$25
Diagnostic Procedure/Test (includes non-radiological diagnostic services)	$25	$25
Diagnostic Radiology Service	$50	$50
Therapeutic Radiology Service	$25	$25
Preventive Services (Medicare-Covered)		
Cardiovascular Screenings	$0	$0
Immunizations (Flu, Pneumococcal, Hepatitis B)	$0	$0
Pap Smears and Pelvic Exams	$0	$0
Prostate Cancer Screening	$0	$0
Colorectal Cancer Screenings	$0	$0
Bone Mass Measurement (Bone Density)	$0	$0
Mammography	$0	$0
Diabetes - Self-Management Training	$0	$0
Medical Nutrition Therapy and Counseling	$0	$0

Annual Wellness Exam and One-time Welcome-to-Medicare Exam	$0	$0
Smoking Cessation Visit	$0	$0
Abdominal Aortic Aneurysm (AAA) Screenings	$0	$0
Diabetes Screening	$0	$0
HIV Screening	$0	$0

New MAPD Plan

Medical Coverage		1/1/2022 - 12/31/2022
Benefit Name	**In Network Services**	**Out of Network Services**
Screening and Behavioral Counseling Interventions in Primary Care to Reduce Alcohol Misuse	$0	$0
Screening for Depression in Adults	$0	$0
Screening for Sexually Transmitted Infections (STIs) and high intensity Behavioral Counseling to prevent STIs	$0	$0
Intensive Behavioral Therapy to reduce Cardiovascular Disease Risk	$0	$0
Screening and Counseling for Obesity	$0	$0
Glaucoma Screening	$0	$0
Kidney Disease Education	$0	$0
Dialysis Training	$0	$0
Hepatitis C Screening	$0	$0
Lung Cancer Screening	$0	$0
Additional Benefits/Non-Medicare Covered Services		
Routine Podiatry		
Routine Podiatry	$35	$35
Routine Podiatry - Number of visits per year	6 Visits	
Routine Vision		
Routine Eye Exam Refraction - every 12 months	$10	$10
Vision Hardware - Eyeglasses and Contact Lens Allowance Combined	$75	
Vision Hardware - Benefit Period	Every 12 Months	
Routine Hearing		
Routine Hearing Exam for Hearing Aids	$0	$0
Routine Hearing Exam - Number of Visits	1 Visit	
Routine Hearing Exam - Benefit Period	1 Year	
Routine Hearing Aid - Allowance Per Ear or Combined	Combined	N/A
Routine Hearing Aid - Number of Devices	Unlimited	N/A
Routine Hearing Aid - Benefit Period	3 Years	N/A
Routine Hearing Aid - Device Allowance	$500	N/A
Wellness/Clinical Programs		
New! UHC Healthy At Home - Post-Discharge Program, following each discharge: - 12 non-emergency medical rides - 28 home delivered meals - 6 hours in-home personal care	Included	
Fitness Program	Included	
Case and Disease Management, including: - High Risk Members - Heart Failure - Respiratory Illness - Kidney Disease - Diabetes - Behavioral Health - Nurse Support - 24/7	Included	
Preferred Diabetic Supply Program	Included	

UHC Hearing Aid Discount Program - Note: Available services and offerings may be limited in the U.S. Territories	Included
House Calls Program	Included
Smoking Cessation Program (Quit for Life)	Included

New MAPD Plan

OutpatienPrescription Drug Coverage	
Prescription Drug Plan	Custom
Part D Fund Type	Fully-insured
Formulary	Standard Formulary H (Group Select Formulary)
Bonus Drug List	List U
Formulary Edits (step therapy, quantity limits, prior authorization)	Standard: Edits On
Benefit Name	**In Network Services**
Part D Gap Coverage	
Part D Gap Coverage	Full Coverage
Custom OOP, ICL, Catastrophic	
Initial Coverage Limit	$4,430
True Out of Pocket Threshold (TrOOP)	$7,050
Catastrophic Coverage over TrOOP	Lesser of ICL Member's cost share is lesser of CMS Standard benefit (as shown below) or ICL cost shares
Copay for generics	$3.95
Copay for all other drugs	$9.85
- OR - Coinsurance	5%
Day Supply Information **Note: 90 day retail supply is available for 3x copay amount**	
Retail Day Supply	30
Retail Day Supply Specialty Tier Limit	30
Mail Order Day Supply	90
Mail Order Day Supply Specialty Tier Limit	30
Part D Retail Copay	
Tier 1: Generic	$10
Tier 2: Preferred Brand	$30
Tier 3: Non-Preferred Brand	$55
Tier 4: Specialty Tier (limited to 30-day supply)	$55
Part D Mail Order Copay	
Tier 1: Generic	$20
Tier 2: Preferred Brand	$60
Tier 3: Non-Preferred Brand	$110
Tier 4: Specialty Tier (limited to 30-day supply)	$55

Additional Rx Benefit Details

Description

Catastrophic Phase: Member pays lesser of CMS standard Catastrophic and ICL (Initial Coverage Limit) copays

UnitedHealthcare Group Medicare Advantage® plans are offered by United HealthCare Insurance Company and its affiliated companies, Medicare Advantage Organizations with a Medicare contract. Limitations, copayments and coinsurance may apply. Benefits may vary by employer group.

By group's acceptance of this proposal or upon group's first premium payment, whichever occurs first, Group represents to UnitedHealthcare that it offers employment-based retiree coverage as that term is defined in 42 CFR 422.106(d)(5) and that it will only enroll individuals with the status of a retired participant, or spouse or dependent of a retired participant, in the group's employment-based group plan.

EXHIBIT C

MEDICARE ADVANTAGE PLAN PLUS PART D PRICING

UnitedHealthcare Group Medicare Advantage (PPO)

Arlington County Government

Rates for: 1/1/2022 – 12/31/2022

Total Premium*	Quote Name	Product Combination	Quoted Membership	Quoted Service Area
$187.50	New MAPD Plan Option	MAPD	1,380	National

Please see additional 2023 and 2024 rate information on the following

Stipulations

- This final quote is effective 01/01/2022- 12/31/2022. The situs state is Virginia.
- While we make every effort to honor the rates quoted (notwithstanding the other quote stipulations below), we reserve the right to change these rates and/or the plan designs quoted based on the final call letter from CMS.
- To ensure proper claim adjudication effective 01/01/2022, it is imperative that we have final 01/01/2022 plan design decisions from employers as soon as possible. Final decisions received after 10/1/2021 could be problematic in terms of claim adjudication on 01/01/2022.
- These rates are quoted on a full replacement basis.
- This quote assumes that the employer pays 70% of the premium.
- If members who have previously opted out are to be allowed back into the plan, then this fact must be disclosed at the time of quote.
- If the enrollment were to change by more than +/- 10% from the submitted census, we reserve the right to adjust the rates.
- Please note the following with regard to the drug coverage on these MAPD products: (i) We reserve the right to change our Part D formulary for calendar year 2022. We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2022. (ii) There is a specific, Part D drug formulary that applies to all of our MAPD plan offerings. (iii) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.
- United reserves the right to modify its 2022 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to: (i) the proposed changes to the Part D program (e.g. point-of-sale rebates); (ii) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver; (iii) any plan design changes required by the applicable regulatory authority (i.e. mandated benefits); (iv) any Force Majeure event, including but not limited to national pandemic, act of God, acts of terrorism, or anything beyond United's reasonable control; or (v) as otherwise permitted in our contract.
- Quote assumes $0.00 PMPM commission level.
- 34 Pre-65 Medicare eligible retirees are included.

*** Premium Rates are Per Member Per Month (PMPM)**

Arlington County Government

Medicare Advantage and Part D

This schedule applies to the Arlington County Government population if more than 1200 members are enrolled with UnitedHealthcare for a Medicare Advantage and Part D plan population as of 1/1/2022 for the 2023 and 2024 rate guarantee.

	2022 Rate	2023 Rate	2024 Rate
APD	$187.50	$187.50	$187.50

Stipulations

(1) This is a final quote effective 1/1/2022 -12/31/2022, 1/1/2023 - 12/31/2023, and 1/1/2024 - 12/31/2024.

(2) These rates are quoted on a full replacement basis.

(3) This quote assumes that the employer pays 70% of the premium.

(4) Please note the following with regard to the drug coverage on these Medicare Advantage and Part D (MAPD) products:

(a) We reserve the right to change our Part D formulary for calendar years 2022, 2023, and 2024. We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2022, 2023, and 2024.

(b) There is a specific Part D drug formulary that applies to all of our MA-PD plan offerings.

(c) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.

(5) UnitedHealthcare (United) reserves the right to make adjustments at a later date if highly utilized specialty/high cost drugs are introduced that have not been considered in the pricing.

(6) The premium rate quoted herein assumes that premiums are due in full on a monthly basis on or before the last business day of the month prior to the month for which the premium applies.

(7) United reserves the right to modify its 2023 and 2024 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to:

a. the proposed changes to the Part D program, including point of sale rebates
b. changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver,
c. any plan design changes required by the applicable regulatory authority (i.e., mandated benefits);
d. any Force Majeure event in 2022 or beyond, including but not limited to national pandemic, acts of God, acts of terrorism, or anything beyond United's reasonable control; or
e. as otherwise permitted in our contract

(8) Notwithstanding 7 above, United assumes the risk and will hold the rates above if United fails to qualify for Medicare Advantage Quality Bonus Payments provided the Bonus Payments program remains in effect. (i.e., United takes the risk of failure to qualify for the Bonus Payments program).

EXHIBIT D

MEDICARE ADVANTAGE AGREEMENT

SECTION 1 - DEFINITIONS

Centers for Medicare & Medicaid Services ("CMS") is a Federal agency within the United States Department of Health and Human Services and is responsible for administering various Medicare programs.

Coinsurance is the portion of medical expenses for a service the Member must pay out-of-pocket, usually a fixed percentage. Coinsurance is usually applied after a deductible or Copayment requirement is met. Coinsurance is in addition to the Plan Beneficiary Premium.

Confidential Information includes without limitation the following, regardless of form or the manner in which it is furnished:(a) preliminary pricing, discounts, reimbursement terms, and any similar commercial information ("Rate Information") and (b) data, information, statistics, trade secrets and any information about business, 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 remains Confidential Information.

Copayment(s) is a fixed dollar amount payable to a health care provider or pharmacy by the Member when the Member receives a health care service or product that is covered by the Plan. Copayments are in addition to the Plan Beneficiary Premium.

Covered Services are the health care services and products covered pursuant to the current terms of the Plan. Covered Services include Medicare Part D eligible prescription drugs and drug products covered pursuant to the current terms of the Plan, in compliance with Medicare Laws and Regulations.

Eligible Dependent(s) is any person defined as a qualified dependent by County , who meets all the eligibility requirements of County and the Plan, and who is eligible to enroll in a plan under the Medicare Laws and Regulations and who permanently resides within the Service Area.

Eligible Retiree(s) is a former County employee who has met the minimum required retiree participation conditions as determined by County, who is eligible to enroll in a plan under the Medicare Laws and Regulations, who meets the eligibility and enrollment requirements of the Plan, and who permanently resides in the Service Area.

Enrollment is the enrollment of County's Eligible Retirees and Eligible Dependents into the Plan by County. Enrollment is conditioned upon acceptance of the Eligible Retiree or Eligible Dependent by Contractor and by CMS, the execution of this Agreement by Contractor and by County, and the receipt of Plan Beneficiary Premium by Contractor.

Evidence of Coverage ("EOC") is the document supplied by Contractor and issued to Members disclosing and setting forth the health care benefits and terms and conditions of coverage of the Plan to which Members are entitled. The EOC is incorporated fully into this Agreement by reference.

County is the single employer or other entity identified above.

County Contribution is the amount of the Plan Beneficiary Premium applicable to each Member which is paid by County.

Low Income Premium Subsidy ("LIPS") is a low-income subsidy provided to a LIPS-eligible Member for the cost of the Member's premium or drug cost-sharing coverage under a Plan that provides Part D prescription drug benefit coverage, as described in Medicare Laws and Regulations.

Medicare Laws and Regulations are, collectively, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA"), the Medicare Improvements for Patients and Providers Act of 2008, the Patient Protection and Affordable Care Act, the regulations implementing the Medicare Advantage provisions at 42 CFR Part 422, together with guidance, instruction and other directives from CMS relating to Medicare Advantage Plans, and as applicable the regulations implementing the Medicare Part D Plan provisions of the MMA at 42 CFR Part 423, together with guidance, instruction and other directives from CMS relating to the Medicare Part D Plan.

Medicare Part D Plan is a Medicare Part D prescription drug benefit plan.

Member is the Eligible Retiree and/or Eligible Dependent who is eligible and covered by the Plan.

Open Enrollment Period is the annual period established by Group, or if no Open Enrollment Period is declared by Group, another period required by CMS, during which all eligible and prospective Group Eligible Retirees and Eligible Dependents may enroll in the Plan.

Plan is the Medicare Advantage with prescription drug benefit plan described in this Agreement, subject to modification, amendment or termination pursuant to the terms of this Agreement and the Plan.

Plan Beneficiary Premium is an amount established by United to be paid to United by or on behalf of each Member enrolled in the Plan for coverage under the Plan. If the Plan provides coverage for prescription drugs, the Plan Beneficiary Premium may include late enrollment penalties as assessed by CMS for those Members who did not have creditable prescription drug coverage for a period that exceeds sixty-three (63) calendar days from or after eligibility for Medicare Part D Plan. Plan Beneficiary Premium will not include Income Related Monthly Adjustment Amounts (IRMAA), if any, as assessed and billed to Member by the Social Security Administration to certain individuals with higher incomes. Member is responsible for the payment of IRMAA and if not paid, Member will be disenrolled from the Plan by CMS.

Service Area is a geographic area approved by CMS within which a Plan Member must permanently reside in order to enroll in the Plan.

SECTION 2 - ELIGIBILITY AND ENROLLMENT

2.01 Eligibility. The Plan specifies the coverage for which Eligible Retirees and Eligible Dependents are eligible, in consideration of their continued entitlement to Medicare Part A and enrollment in Part B, and in consideration of Contractor's receipt of any specified Plan Beneficiary Premium.

2.02 Submission of Eligibility List and Enrollment Information. County shall submit Eligible Retirees and Eligible Dependents information (the "County Eligibility List"), as communicated by Contractor and consistent with CMS requirements. The County Eligibility List is subject to modification by Contractor based upon acceptance or rejection of Enrollment by Contractor and CMS.

2.02.01 Enrollment/Election. Properly completed Enrollment information must be submitted to Contractor by County for each Eligible Retiree and Eligible Dependent to be enrolled in the Plan. Contractor may accept a uniform County Enrollment (without individual enrollment election forms and usually in an electronic file format) if such County Enrollment is conducted pursuant to Medicare Laws and Regulations. If County utilizes the County enrollment process to enroll its Eligible Retirees and Eligible Dependents in the Plan, County will make available to its Eligible Retirees and Eligible Dependents the

ability to opt out of the enrollment in a manner that allows its Eligible Retirees and Eligible Dependents to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

2.02.02 Time of Enrollment. All Enrollment information shall be submitted by County to Contractor during the Open Enrollment Period. The EOC applicable to the Plan includes information regarding Initial Enrollment Period and Special Enrollment Period, as defined by CMS, during which Eligible Retirees and Eligible Dependents may enroll in the Plan outside of the Open Enrollment Period.

County acknowledges that any Enrollment information not received by Contractor consistent with CMS timing requirements may be rejected by Contractor or may result in a later effective date of coverage.

2.02.03 Enrollment Notice to Eligible Retiree and Eligible Dependent. County shall provide a written notice, prepared by Contractor, to Eligible Retirees and Eligible Dependents at the commencement of the Open Enrollment Period and throughout the year to persons who become eligible at times other than during the Open Enrollment Period. The written notice shall provide notice of the availability of coverage under the Plan.

2.02.04 Enrollment Record Retention. County's record of Member's enrollment election must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, Contractor and/or CMS, as necessary, and be maintained by County for the term of this Agreement and for ten (10) years thereafter.

2.03 Commencement of Coverage. The commencement date of coverage under the Plan shall be effective in accordance with the terms of this Agreement and Medicare Laws and Regulations (or, if applicable, in accordance with the eligibility date CMS communicates to Contractor). Contractor's acceptance of each Member's Enrollment is contingent upon receipt of the applicable Plan Beneficiary Premium payment and CMS' confirmation of enrollment.

2.04 Involuntary Disenrollment. In the event a Member no longer meets County's eligibility requirements for participation in the Plan, County and/or Member shall provide written notice to Contractor of such Member's disenrollment from the Plan or County shall provide notice via the monthly County Eligibility List submission, if applicable. Such notice, regardless of medium, shall include the reason for disenrollment. County shall notify Contractor thirty (30) calendar days prior to the proposed effective date of disenrollment. Disenrollment generally cannot be effective prior to the date County submits the disenrollment notice.

In the case of a Member who no longer meets County's eligibility requirements for participation in the Plan or in the case of termination of this Agreement in accordance with Section 6, County will issue prospective notice to Member of the termination a minimum of twenty-one (21) calendar days prior to the effective date of said termination. Such notice must advise Member of other insurance options that may be available through County. County will also advise such Member that the disenrollment action means the Member will not have coverage. If the Plan provides coverage for prescription drugs, the Notice must include information about the potential for late-enrollment penalties that may apply in the future.

The effective date of disenrollment always falls on the last calendar day of a month. In the case of a Member no longer meeting County's eligibility requirements, County will send Contractor notice of a Member's termination from the Plan by the first calendar day of the month for an effective date of the last calendar day of that month. All notifications received after the first calendar day of the month will result in a termination effective date of the last calendar day of the following month. County agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.05 Voluntary Disenrollment. In the event a Member elects to discontinue being covered by the Plan, Contractor must receive a written notice signed by Member that complies with CMS requirements. In the event County submits Member voluntary disenrollment via the County Eligibility List, County must include in the County Eligibility List the date Member advised County of disenrollment. The effective date of disenrollment always falls on the last calendar day of a month. Disenrollment generally cannot be effective prior to the date Member advises County of disenrollment or Member submits the Member's signed, written disenrollment notice. County agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.06 Disenrollment Record Retention. County's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, Contractor and/or CMS, as necessary, and be maintained by County for at least ten (10) years following the effective date of the Member's disenrollment from the Plan.

2.07 Retroactive Adjustments to Enrollment. No retroactive adjustments may be made beyond ninety (90) calendar days for any enrollments or dis-enrollments of Eligible Retiree, Eligible Dependent or Member or changes in coverage classification not reflected in Contractor's records at the time Contractor calculates and bills for Plan Beneficiary Premium.

SECTION 3 - COUNTY OBLIGATIONS, PLAN BENEFICIARY PREMIUM AND COPAYMENTS

3.01 Notices to Member. If County or Contractor terminates this Agreement pursuant to Section 6 below, County shall promptly notify all Members enrolled through County of the termination of their coverage in the Plan. Such notification will include any other plan options that may be available through County. County shall provide such notice by delivering to each Member a true, legible copy of the notice of termination sent from Contractor to County, or from County to Contractor, at the Member's then current address. County shall promptly provide Contractor with a copy of the notice of termination delivered to each Member, along with evidence of the date the notice was provided. In the event that Contractor terminates Member's enrollment in the Plan for non-payment of Plan Beneficiary Premium or Contractor's non-renewal of this Agreement, Members will receive notice of termination from Contractor.

If Contractor or County makes any changes affecting Members' benefits or obligations under the Plan, including but not limited to, increasing the Plan Beneficiary Premium payable by Member, increasing Copayments or Coinsurance or reducing Covered Services, unless the change is to be communicated by Contractor through the Annual Notice of Change process, the party promulgating the change shall promptly notify all Members enrolled through County of the applicable change. If County promulgates the change and is required to provide notice to Members, County shall provide such notice by delivering to each Member a true, legible copy of the notice of the applicable change at the Member's then current address. When required by CMS, County shall promptly provide Contractor with a copy of any notice delivered to each Member, along with evidence of the date the notice was provided. Contractor shall have no responsibility to Members in the event County fails to provide the notices required by this Section 3.01.

3.02 Plan Beneficiary Premium. Plan Beneficiary Premium will be paid to Contractor by the Due Date in accordance with Section 3.03 below. County shall pay or ensure payment of any portion of Plan Beneficiary Premium for Members for which County is responsible. Each Member is responsible for paying to Contractor or County, as applicable, any portion of Plan Beneficiary Premium for which he or she is responsible. When agreed by Contractor and County, Contractor will bill each Member for Member's amount of the Plan Beneficiary Premium. Contractor shall arrange for Covered Services under the Plan only for those Members for whom the applicable Plan Beneficiary Premium has been paid.

3.02.01 Late Enrollment Penalty. Plan Beneficiary Premium may include any late enrollment penalties as determined applicable by CMS. The late enrollment penalty ("LEP") is based on the combination of a percentage of the national average Part D bid amount set by CMS and the number of months a beneficiary has not enrolled in a Medicare Part D plan, when eligible or a Member does not have creditable coverage (coverage containing a prescription drug benefit that is equivalent to Medicare Part D). The LEP is communicated to Contractor by CMS upon confirmation of Member enrollment by CMS. In the event Member is assessed a LEP by CMS, Contractor will bill the LEP directly to County. Otherwise, upon County's written authorization, Contractor will bill the LEP directly to Member. In the case where Contractor bills Member directly for Plan Beneficiary Premium, Contractor will bill the LEP directly to the applicable Member.

3.03 Due Date. Plan Beneficiary Premium is due in full on a monthly basis by check or electronic transfer and must be paid directly by County and/or by Member, as applicable, to Contractor in accordance with the attached Exhibit C ("Due Date"). Failure to pay the Plan Beneficiary Premium on or before the Due Date may result in termination of the Member from the Plan in accordance with eligibility requirements as determined by the County, the procedures set forth in the EOC and Medicare Laws and Regulations. For payments due from County, Contractor reserves the right to assess County an administrative fee of five percent (5%) of the monthly premium prorated on a thirty (30)-day month for each day it is delinquent thereafter. This fee will be assessed solely at Contractor's discretion. In the event that deposit of payments not made in a timely manner are received by Contractor after termination of County, the depositing or applying of such funds does not constitute acceptance, and such funds shall be refunded by Contractor within twenty (20) business days of receipt, if Contractor, in its sole discretion, does not reinstate County.

3.04 Modification of Plan Beneficiary Premium and Benefits.

3.04.01 Modification of Plan Beneficiary Premium. Plan Beneficiary Premium may be modified by Contractor pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days written notice to County. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period.

3.04.02 Modification of Benefits or Terms. Covered Services as set forth in the EOC, as well as other terms of coverage under the Plan may be modified by Contractor pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days' written notice to County. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period or on a later date specified in the notice.

3.05 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom the Plan Beneficiary Premium is received by Contractor are entitled to benefits under the Plan, and then only for the period for which such payment is received.

3.06 Adjustments to Payments. Any imposition of or increase in any premium tax, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to the Plan Beneficiary Premium shall be automatically added to the Plan Beneficiary Premium as of their legislative effective dates, as permitted by law. In addition, any change in law or regulation that significantly affects Contractor's cost of operation can result in an increase in the Plan Beneficiary Premium, in an amount to be determined by Contractor, as of the next available date of Plan Beneficiary Premium adjustment, as permitted by law.

3.07 Member/Marketing Materials. County shall provide Contractor with copies of any and all materials relating to the coverage available through the Plan that County intends to disseminate to Eligible Retiree,

Eligible Dependent or Member. All materials relating to the Plan and/or Contractor shall be subject to review and written approval by Contractor prior to its distribution by County. County understands that the Plan is subject to federal and state regulatory oversight, and that Eligible Retiree, Eligible Dependent or Member materials and marketing materials (including, but not limited to, cover letters accompanying direct mail kits, announcement mailings, etc.) may be required to be filed with, reviewed and approved by, CMS or state regulators prior to use. County agrees not to distribute such material prior to receipt of written approval of the material by Contractor. County shall assume all liabilities and damages arising from County's unauthorized dissemination of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials. County also agrees to comply with all relevant federal and state regulatory requirements regarding the distribution and fulfillment of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials and applicable timeframes.

3.08 Employer/Union-Only County Obligations. Pursuant to Medicare Laws and Regulations, County acknowledges and agrees to comply with the following obligations with respect to the Plan:

3.08.01 Uniform Premium Requirements: County may determine how much of a Member's Plan Beneficiary Premium County will subsidize, subject to the following conditions in determining the Plan Beneficiary Premium subsidy:

a. County can subsidize different amounts for different classes of Members in the Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals

b. County cannot vary the Plan Beneficiary Premium subsidy for individuals within a given class of Members, other than as is required for the CMS-assessed late enrollment penalty; and

c. County cannot charge a Member for prescription drug coverage provided under the Plan for more than the sum of his or her monthly Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.08.02 Low Income Subsidy: For all Plan Low Income Subsidy eligible individuals:

a. Contractor will administer (LIPS) credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by County. If, however, Contractor does not or cannot directly bill County's Members, CMS will waive this up-front reduction requirement and permit Contractor to directly refund the amount of the LIPS to the Member.

b. If the sum of Member's and County's monthly Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total Plan Beneficiary Premium must be returned to CMS; and

c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly Plan Beneficiary Premium paid by Member, County shall communicate to Member the financial consequences for Member of enrolling in the Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary premium equal to or below the LIPS amount.

d. Any LIPS credit due to Member and/or County must be applied within forty-five (45) calendar days of receipt.

e. To enable Contractor to appropriately administer LIPS disbursements, County shall complete and return an annual attestation issued by Contractor.

i. The attestation validates the County's current billing procedures and is used to determine the recipient of LIPS disbursements.

ii. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.

iii. Contractor will not refund County for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.

iv. In order to collect and redistribute misappropriated LIPS disbursements made to County, Contractor reserves the right to bill County who has received LIPS disbursements on behalf of Member due to incorrect attestation information.

f. Contractor shall provide reporting to County for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow County to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds $30, the amount distributed would likely cover multiple months. County would only be allowed to recoup the difference between the monthly Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from Contractor should be sought before attempting to recoup LIPS disbursements.

SECTION 4 - RELATIONSHIPS OF AND BETWEEN PARTIES

4.01 Relationship of Parties. Contractor is not the agent or representative of County. County is not the agent or representative of Contractor.

4.02 Roles. Contractor shall not be deemed or construed as an employer or as an employee for any purpose with respect to the administration or provision of benefits under County's benefit plan. Contractor shall not be responsible for fulfilling any duties or obligations of an employer or an employee with respect to County's benefit plan. This Agreement is a business transaction between two unrelated parties.

SECTION 5 - MISCELLANEOUS PROVISIONS

5.01 United Names, Logos and Service Marks. United reserves the right to control all use of its name, product names, symbols, logos, trademarks, and service marks currently existing or later established. Group shall not use United's name, product names, symbols, logos, trademarks, or service marks or otherwise reference United in any form of publication or media without obtaining the prior written approval of United.

5.02 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

5.03 ERISA. United will administer this Agreement in accordance with the requirements of Medicare Laws and Regulations and applicable state laws. United is neither the plan administrator nor named fiduciary of the employee benefit welfare plan, as those terms are used in ERISA.

5.04 Confidential Information. Each party will limit the use of the other's Confidential Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Confidential Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Notwithstanding the foregoing, United's Rate Information cannot be disclosed to the County or to any third party without United's express written consent and, if required by United, a mutually agreed upon confidentiality agreement. The County may not sell, license, or grant any other rights to Confidential Information.

If the County needs access to United's Confidential Information, United, at its discretion, may allow the County to use United's Confidential Information subject to the following conditions:

(1) The information requested must relate to United's services under this Agreement;

(2) The County must give United reasonable advance notice and an explanation of the need for United's Confidential Information;

(3) It must be legally permissible for United to release such information;

(4) The release and use must be consistent with United's provider contractual obligations; and

(5) The release and use must be consistent with United's data use and release policies.

Such use is subject to the terms of this Agreement and as required by United, a mutually agreed upon confidentiality agreement.

The County agrees that all documents listed in Exhibit G- Proprietary and Confidential Information are confidential and not subject to disclosure under the Virginia Freedom of Information Act ("VFOIA"). If the County is subject to a VFOIA request regarding this Agreement, the County agrees that the information and documents identified in Exhibit G will be withheld from release to the full extent of the law. If a VFOIA request regarding this Agreement includes additional confidential information from United, the County will contact United prior to releasing any information and give United the opportunity to review the request and pursue court intervention if desired, provided that United does so within 2 business days of being informed by the County of the request.

United also will provide reasonable access to information to an entity providing Plan administrative services to County, such as a consultant or vendor, if County requests it. Such access is subject to the conditions in this Section. Before United provides Confidential Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.
United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless County demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

County is responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of Protected Health Information, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

This provision shall survive the termination of this Agreement.

5.05 Protected Health Information Certification. In executing this Agreement, County certifies that as plan sponsor it has in place appropriate Plan documents necessary to demonstrate compliance with applicable privacy requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA"). The County further certifies that its Plan documents meet the following requirements: (a) Plan documents describe employees or classes of employees or other persons under the control of the plan sponsor to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, health care operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description; (b) restrict the access to and use by such employees and other persons described in the above to the plan administration functions that the Plan Sponsor performs for the group health plan; (c) provide an effective mechanism for resolving any issues of noncompliance by persons described above with the plan document provisions required by law; and (d) the Plan documents comply with the requirements of 45 C.F.R. Section 164.504(f)(2) and that the plan sponsor will safeguard and limit the use and disclosure of protected health information that the plan sponsor may receive from United to perform the plan administration functions.

Specifically, the plan sponsor will:

a. Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;

b. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from United, agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;

c. Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;

d. Report to United any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;

e. Make available protected health information in accordance with 45 CFR §164.524;

f. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526;

g. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

h. Make its internal practices, books and records relating to the use and disclosure of protected health information received from United available in response to an inquiry from United or an appropriate regulatory entity for purposes of determining compliance with federal privacy requirements;

i. If feasible, return or destroy all protected health information received from the United that the plan sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

EXHIBIT E
PERFORMANCE GUARANTEES

The below performance guarantees (these "Performance Guarantees") are effective for the term of this Agreement provided, however, Contractor may specify to County new Performance Guarantees upon a subsequent anniversary of the Effective Date. Any new Performance Guarantees must be in writing between the parties and shall supersede and replace these Performance Guarantees. With respect to the aspects of Contractor's performance addressed in this exhibit, these fee adjustments are County's exclusive financial remedies.

These Performance Guarantees will become effective upon the later of (1) the Effective Date of this Agreement; or (2) the date this Agreement is signed by both parties. In the event these Performance Guarantees become effective later than the Effective Date of this Agreement: (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 next anniversary of the Effective Date following the date this Agreement is signed by both parties.

These Performance Guarantees can be modified to the degree necessary to carry out the intent of the parties. Contractor shall not be required to meet any of these Performance Guarantees or amendments thereto to the extent Contractor's failure to meet these Performance Guarantees is due to fire, embargo, strike, war, accident, act of God, acts of terrorism; or Contractor's required compliance with any law, regulation, or governmental agency mandate; or anything beyond Contractor's reasonable control.

Total Fees at Risk for all Medicare Advantage Medical Performance Guarantees		**PREMIUM PLAN: 2% of total employer paid premium annually**
Product		**National PPO plan**
Member Phone Service		
Phone service guarantees and standards apply to Member calls made to the customer care center that primarily services County members.		
Abandonment Rate		
Definition	The percentage of calls queued that abandon (hang up) will be no greater than the percentage set forth.	
Measurement	The percentage of calls queued that abandon (hang up) before being answered by a representative.	5%
§ Criteria	Standard system tracking reports.	
§ Level	County Retiree Medicare Advantage book of business.	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Service Level		
Definition	The percentage of answered member calls that are answered within the parameters set forth.	
Measurement	Percentage of calls answered.	80%
	Time answered in seconds, on average.	seconds 30

§ Criteria	Standard system tracking reports.	
§ Level	County Retiree Medicare Advantage book of business.	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Claims Operations		
Dollar Accuracy		
Definition	Claims dollars paid accurately will not be less than the designated percent.	
Measurement	Percentage of claims dollars paid accurately.	99%
§ Criteria	Standard Claims Operations Report.	
	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim processed without payment errors. Measurement: (Sample Claim Dollars Paid - Mispaid) / Sample Claim Dollars Paid.	
§ Level	Cosmos Platform - Medicare and Retirement PPO Book of Business.	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
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	Standard Claims Operations Report.	
	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim processed without payment errors.	
§ Level	Cosmos Platform - Medicare and Retirement PPO Book of Business.	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Payment Accuracy		
Definition	Claims Payment Accuracy Percentage will not be less than the designated percent.	
Measurement	Percentage of sampled claims paid without errors.	97%
§ Criteria	Standard Claims Operations Report.	
	(Number of Sampled Claims - Number of Sampled Claims with Financial Defects) / Number of Sampled Claims.	
§ Level	Cosmos Platform - Medicare and Retirement PPO Book of Business.	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures

Definition	The percentage of all claims Contractor receives will be processed within the designated number of calendar days of receipt.	
Measurement	Percentage of clean claims processed (Par and Non Par Providers, including paid and un paid claims).	95%
	Calendar days after receipt.	30
§ Criteria	Standard Claims Operations Report.	
§ Level	Cosmos Platform - Medicare and Retirement PPO Book of Business.	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Eligibility File		
Eligibility File Load		
Definition	Member Applications processed within the designated number of calendar days of receipt of properly completed applications.	
Measurement	Percentage of member applications or enrollment files processed within seven (7) calendar days of receipt (must be received by ***12:00 noon EST*** otherwise they are considered received on the following calendar day)	95%
§ Criteria	Standard system tracking reports; the guarantee is waived for member applications that cannot be processed because they have been not properly completed.	
§ Level	Customer specific.	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Fulfillment - ID Cards		
New Member ID Card Distribution		
Definition	New Member ID Cards will be postmarked within the parameters set forth.	
Measurement	Percentage of new member ID cards mailed within seven (7) calendar days of receiving CMS approval.	99%
§ Criteria	Calculated on the actual number of new member ID cards mailed within seven (7) calendar days divided by the total number of member applications.	
§ Level	Customer specific.	
§ Period	Annual enrollment period.	
Payment Period	Annually.	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Claim Operations - Pharmacy		
Electronic Claim Turnaround Time		
Definition	The number of seconds taken to process all clean electronic pharmacy claims received.	
Measurement	Percentage of claims processed: As measured by the total elapsed time from the point a transaction is received by Contractor's pharmacy system from the dispensing pharmacy until the submitted transaction is adjudicated and appropriate claim payment information is issued.	99%

§ Criteria	Time to process, not to exceed.	3 seconds
§ Level	Book of Business (UHCMR).	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Retail Paper Claims Paid in 14 Days (PROMPT PAY DMR CLAIMS)		
Definition	The percentage of all clean pharmacy claims Contractor receives will be processed within the designated number of calendar days of receipt.	
Measurement	Percentage of clean pharmacy claims processed.	99%
§ Criteria	Time to process, in calendar days or less after receipt of clean claim.	14
§ Level	Book of Business (UHCMR).	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Retail and Mail Order Claim Processing Accuracy		
Definition	Accuracy rate of not less than the designated percent.	
Measurement	Percentage of paper and electronic clean pharmacy drug claims processed accurately and with no errors.	99%
§ Criteria	Statistically significant random sample of clean pharmacy claims processed is reviewed to determine the percentage of claims processed without errors.	
§ Level	Book of Business (UHCMR).	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Mail Order Average Dispensing Time - Intervention Required		
Definition	Average dispensing time, for all mail order prescriptions that require administrative or clinical intervention, no greater than as set forth.	
Measurement		100%
	Average dispensing time in business days.	5
§ Criteria	Average dispensing time is derived by dividing the total whole days to dispense all prescriptions by the total number of prescriptions dispensed, based on the date a prescription order is received and the date the order is shipped. Orders where the prescriber or Participants fails to respond will be excluded.	
§ Level	Book of Business (UHCMR).	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Mail Order Average Dispensing Time - No Intervention		
Definition	Average dispensing time for all mail order prescriptions that require no administrative or clinical intervention, no greater than as set forth.	

Measurement		100%
	Average dispensing time in business days.	2
§ Criteria	Average dispensing time is derived by dividing the total whole days to dispense all prescriptions by the total number of prescriptions dispensed, based on the date a prescription order is received and the date the order is shipped.	
§ Level	Book of Business (UHCMR).	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
Mail Order Dispensing Accuracy		
Definition	Mail order dispensing accuracy rating of the guaranteed percentage.	
Measurement	Percentage of prescriptions dispensed accurately.	99.99%
§ Criteria	External feedback will be collected and tracked from individuals receiving prescriptions for home delivery. This guarantee is conditional upon utilization of Contractor's standard pharmacy management claim processing protocols.	
§ Level	Book of Business (UHCMR).	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures
POS System Availability		
Definition	Contractor guarantees that the pharmacy point of service system will be available a minimum of the displayed percentage of the time, not including scheduled downtime for maintenance, system updates, and telecommunication failures.	
Measurement	Percentage of time the system is available.	99.80%
§ Criteria	Contractor's internal systems measures.	
§ Level	Book of Business (UHCMR).	
§ Period	Reported quarterly.	
Payment Period	Annually (aggregated results).	
Fees at Risk	Percentage of fees at risk for this metric.	Total at risk divided equally between all measures

EXHIBIT F

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Sierra Health and Life Insurance Company ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction, or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 21-HRD-RFP-566 (the "Project" or "Main Agreement") (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence, or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination, or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination, or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents, and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state, and federal laws or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation, or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer, if able. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: DocuSigned by: Jennifer Dumas 59CE2BE98331432...

Printed Name and Title: Jennifer Dumas, Regional Contract Manager

Date: 12/15/2022

EXHIBIT G

Proprietary and Confidential Information from
the Contractor's Response to the RFP

Proposal	Withhold?
Section 2 Mandatory Requirements, page 2	Yes
Section 4 - Technical Excel Spreadsheet - Organization and Experience Tab – Question 4(a) and Explanation Tab	Partial - Yes as to explanation tab; No as to answer to 4a
Section 4 - Pricing Excel Workbook_Medicare Advantage - MAPD Proposed Rates Tab - Question 1(a) through 1(g)	Yes
Section 4 - Attachments - Pricing Excel Workbook_Medicare Advantage - MA and PD Rate Development Tab - entire tab	Yes
Section 4 - Attachments - 2021 Medicare Retiree RFP_Companion File - Pharmacy Retail Network, Pharmacy Retail-90 Network, and Pharmacy Utilizations Tabs	Yes
Section 4 - Attachment A1_UnitedHealthcare_Standard Forms (all pages)	Yes
Section 4 - Attachment A5_UnitedHealthcare_Implementation Plan (all tabs)	Yes
Section 4 - Attachment A5_UnitedHealthcare_Standard Reports (all tabs)	Yes
Section 4 - Attachment A7_United Healthcare Pharmacy Network detail (all tabs)	Yes
Section 4 - Attachment B2_UnitedHealthcare_Performance Guarantees (all	No
Section 4 - Attachment B3_UnitedHealthcare_Plan Designs (all pages)	No
Section 4 - Attachment B4_UnitedHealthcare_Clinical Programs (all pages)	Yes
Section 4- Attachment B5_UnitedHealthcare_Wellness Programs (all pages)	Yes
Section 4 - Attachment B9_UnitedHealthcare_Formulary Disruption	Yes
Section 4 - Attachment B10_UnitedHealthcare_In-network Hospitals	Yes

Section 4 - Attachment B12_UnitedHealthcare_Proivder Disruption (all tabs)	Yes
Section 4 - 2022-2023 Group MAPD Financial and Plan Benefits Exhibit (all pages)	No
Emails between the County and the Contractor from July 12, 2021, through August 24, 2021 related to best and final offer (BAFO) options for pricing and plan design	Yes
Exhibit B – Medicare Advantage Plan Part D Design of Agreement No. 21-	No
Exhibit C – Medicare Advantage Plan Part D Pricing of Agreement No. 21-	No
Exhibit E – Performance Guarantees of Agreement No. 21-HRD-RFP-566	No