

File # 26-272

Feb. 2nd Finance/Personnel meeting

**Office of the Comptroller—Audit Services Division (ASD)
Timeline of Communications Re: UHC Agreement**

September 2025

- 9/17/25: Email to ASD from Tony Maze, Department of Human Resources (DHR) stating Milwaukee County is going to extend its contract with UHC and they have raised questions regarding our audit language.
- 9/18/25: Email from Audit Compliance Manager (ASD) to Mr. Maze (DHR) saying that in order to reach a decision on the audit language, our office will need a copy of the draft contract. Email also stated that following receipt of said contract, our office will need to confer with Corporation Counsel.
- 9/23/25: Email from Audit Compliance Manager (ASD) to Mr. Maze (DHR) "circling back on request for a copy of the draft contract."
- 9/23/25: Response from Mr. Maze (DHR) that he had requested an updated contract from UHC, but it did not include the County's standard invoicing language so he's waiting for an updated one and will forward it once received.
- 9/24/25: Mr. Maze (DHR) again emails Audit Compliance Manager (ASD) asking if ASD can look at the language provided by UHC.
- 9/24/25: Audit Compliance Manager (ASD) replies to Mr. Maze (DHR) stating that we really do need to have the context of the contract in order to consider any changes.

January 2026

- 1/15/26: Teams call from Mr. Maze (DHR) to Audit Compliance Manager (ASD) to share that the UHC contract expired at the end of 2025 and asking if ASD can just accept the language so that the contract can be submitted to Finance. Audit Compliance Manager (ASD) stated he'd have to confer with the Director of Audits and will call back.
- 1/15/26: Teams call from Audit Compliance Manager (ASD) to Mr. Maze (DHR); Audit Compliance Manager (ASD) stated we still need a copy of the contract. Mr. Maze (DHR) agreed to "get ahold of it" and send it over.
- 1/15/26: Mr. Maze (DHR) forwarded an email from Elisabeth Wright at WTW containing the following: *First attachment: "Milwaukee ASA Amend FRN 1.1.2026." Consists of transmittal letter from UHC to Milw Cty dated June 13, 2025. RE: January 1, 2026 Financial Renewal under the Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" or "Our" or "Us" or "We") and Milwaukee County ("Customer" or "You" or "Your"), Exhibit A - Fees and Exhibit B - Guarantees. Second attachment: "UHG Blanket*

GL 24-26". This attachment is UHC's Certificate of Insurance for commercial general liability.

- 1/15/26: Mr. Maze (DHR) sent a second email stating "this is an amendment so I attached the two prior agreements, and included the following: Attachments: 2020 UHC Amendment (effective 1/1/20) and 2023 Amendment (effective 1/1/23).
- 1/16/26: Audit Compliance Manager (ASD) responded to Mr. Maze thanking him for the attached draft copy of the 2026 agreement and noting that the Audit Compliance Manager (ASD) had also requested yesterday, and previously, a copy of the original agreement (instead ASD received copies of the 2020 and 2023 renewal amendments). As noted in ASD's September 18th email, we need to review the draft contract (in this case the original contract and draft amendment) and then consult with the Office of Corporation Counsel regarding the audit language. At this time we're still awaiting receipt of the original contract.
- ✓▪ 1/16/26: Mr. Maze (DHR) emailed Audit Compliance Manager (ASD), stating it "took some searching" but he was able to locate the 2009 agreement (2009 contract attached).
- ✓▪ 1/20/26: Mr. Maze (DHR) emailed Audit Compliance Manager (ASD) to see if there were any updates and was informed that ASD had a meeting scheduled with Corporation Counsel on 1/22/25.
- ✓▪ 1/22/26: Mr. Maze (DHR) emailed Audit Compliance Manager (ASD) to see if there were any updates from the meeting with Corporation Counsel. Audit Compliance Manager (ASD) informed Mr. Maze that discussions were ongoing and requested of Mr. Maze copies of his office's policies and procedures for UHC contract monitoring and oversight and any documentation substantiating efforts in this regard.
- 1/22/26-1/28/26: ASD discussions with Corporation Counsel.
- ✓▪ 1/27/26: Meeting Notice with updated Finance Agenda distributed via E-notify.



RE: UHC Contract language

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Date Wed 9/17/2025 9:59 AM

To Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Cc Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>

Sorry about that. The "attachments" are the color-coded questions and responses included within the email.

Tony

From: Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>

Sent: Wednesday, September 17, 2025 9:58 AM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>

Subject: Re: UHC Contract language

Thanks, Tony, for copying me. I understand the Audit Services Division team will review.

In your message below, you referred to certain attached inquiries, but I cannot find any attachments. Did you intend to attach such files?

Alexis

Alexis Gassenhuber
Contracts Coordinator
Office of the Milwaukee County Comptroller
Courthouse Room 301, 901 North 9th Street, Milwaukee, WI 53233
Alexis.Gassenhuber@milwaukeecountywi.gov
414-278-4164

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Good morning,

Milwaukee County is preparing to extend our contract with UHC, and they have raised several questions regarding our audit language. I have attached their inquiries for your review. Could someone please provide additional guidance on how best to address these questions?

Regards,

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From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>

Sent: Tuesday, September 16, 2025 4:30 PM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>

Subject: UHC Contract language

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Hi Tony,

Please see below from UHC . Luke has been working with their contracts team, and they have now provided him with color coded responses with each of the items they have concerns about. Can you share this with your team or advise if the audit language can be revised to meet their concerns? I've also included the standard UHC audit language below for reference.

IV. County Rights to Access and Audit

UHC, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with reasonable notice to audit, examine and make copies of any and all records of UHC related to the terms and performance of the Agreement for a period of up to three years following the date of the last payment, the end date of the term of this Agreement or activity under this Agreement, whichever is later. Where practical, any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as UHC. Where practical, sub-agreements or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. UHC understands and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

CONTRACTS RESPONSES:

Because we are allowing an auditor to come onto our premises and access proprietary information as well as sensitive confidential member information, we need to ensure that auditor is appropriately qualified and will handle that sensitive data appropriately (i.e. in accordance with HIPAA, etc.) As such, we need to retain the right to approve the auditor.

In addition, want to ensure that the audit is meaningful and accurate. We have seen situations where the auditor selected is to be paid based upon a percentage of errors/recoveries which may create a situation where that auditor may choose a

methodology that will skew the audit results in their favor. We simply want to reserve the right to agree upon any auditor that is paid on a contingency basis to assure there are no deficiencies in that examiner's audit methodologies.

We are willing to allow the customer access to non-individually identifiable records that are pertinent and directly related to our performance under the ASA and individually-identifiable information only if: (1) the records are necessary for the customer to administer the plan and (2) if adequate safeguards are established such as executed non-disclosure indemnification agreements.

However, we need to place parameters on audit rights so audits aren't excessively burdensome on our operations. Audits create an expense in that internal resources are required to prepare for and staff audits. We price and staff based on our standard audit parameters. Customer's pay their own audit costs as they are at their discretion.

The information that is being audited must be current and readily available, which is why we use the current and preceding calendar year (up to an 18 month look back). The purpose of an audit is to evaluate your TPA's performance. If any significant problems are identified, appropriate process improvements can be put in place based upon those findings.

We do not follow customer specific audit provisions.

UHC Standard Audit language:

Section 9.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, You or a mutually agreeable entity may audit Us once each calendar year to determine whether We are fulfilling the terms of this Agreement. Prior to the commencement of this audit, We must receive a signed, mutually agreeable confidentiality agreement.

You must advise Us in writing of Your intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by Us. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to Our transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by Us ("Scope").

You will pay any expenses that You incur in connection with the audit. In addition, You will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Your expenses and any applicable fees, You will also pay any extraordinary expenses We incur in connection with the audit. For any audit initiated after this Agreement is terminated, You will pay all expenses incurred by Us.

You will provide Us with a copy of any audit reports within 30 days after You receive the audit report(s) from the auditor.

Thank you,
Elisabeth Wright, MAHR
Director - Health & Benefits

WTW
111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States
M +414 759 6542
Elisabeth.Wright@wtwco.com
wtwco.com

Upcoming Out of Office:
Upcoming office closures/holidays:

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Outlook

Re: UHC Contract language

From Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Date Thu 9/18/2025 8:39 AM

To Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

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Good morning Tony,

In order to reach a decision with respect to the audit language, Audit Services will need to review the draft contract first. Please forward a copy of the draft contract to Jennifer, Molly, Irias, Candice and me (all cc'd above). Following our review of the draft contract, we plan to consult with the Office of Corporation Counsel.

Thank you,

- Paul

Paul A. Grant, CPA

Audit Compliance Manager

Milwaukee County Office of the Comptroller

Audit Services Division

600 N Plankinton Ave STE 600

Milwaukee, WI 53203-2901

(voice) 414.278.4292

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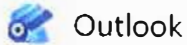
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To: Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: RE: UHC Contract language

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Tony

From: Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>
Sent: Wednesday, September 17, 2025 9:58 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: Re: UHC Contract language

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In your message below, you referred to certain attached inquiries, but I cannot find any attachments. Did you intend to attach such files?

Alexis

Alexis Gassenhuber
Contracts Coordinator
Office of the Milwaukee County Comptroller
Courthouse Room 301, 901 North 9th Street, Milwaukee, WI 53233
Alexis.Gassenhuber@milwaukeecountywi.gov
414-278-4164

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Sent: Wednesday, September 17, 2025 9:52 AM
To: Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: FW: UHC Contract language

Good morning,

Milwaukee County is preparing to extend our contract with UHC, and they have raised several questions regarding our audit language. I have attached their inquiries for your review. Could someone please provide additional guidance on how best to address these questions?

Regards,

Tony

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>
Sent: Tuesday, September 16, 2025 4:30 PM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC Contract language

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Hi Tony,

Please see below from UHC . Luke has been working with their contracts team, and they have now provided him with color coded responses with each of the items they have concerns about. Can you share this with your team or advise if the audit language can be revised to meet their concerns? I've also included the standard UHC audit language below for reference.

IV. County Rights to Access and Audit

UHC, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with reasonable notice to

audit, examine and make copies of any and all records of UHC related to the terms and performance of the Agreement for a period of up to three years following the date of the last payment, the end date of the term of this Agreement or activity under this Agreement, whichever is later. Where practical, any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as UHC. Where practical, sub-agreements or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. UHC understands and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

CONTRACTS RESPONSES:

Because we are allowing an auditor to come onto our premises and access proprietary information as well as sensitive confidential member information, we need to ensure that auditor is appropriately qualified and will handle that sensitive data appropriately (i.e. in accordance with HIPAA, etc.) As such, we need to retain the right to approve the auditor. In addition, want to ensure that the audit is meaningful and accurate. We have seen situations where the auditor selected is to be paid based upon a percentage of errors/recoveries which may create a situation where that auditor may choose a methodology that will skew the audit results in their favor. We simply want to reserve the right to agree upon any auditor that is paid on a contingency basis to assure there are no deficiencies in that examiner's audit methodologies.

We are willing to allow the customer access to non-individually identifiable records that are pertinent and directly related to our performance under the ASA and individually-identifiable information only if: (1) the records are necessary for the customer to administer the plan and (2) if adequate safeguards are established such as executed non-disclosure indemnification agreements.

However, we need to place parameters on audit rights so audits aren't excessively burdensome on our operations. Audits create an expense in that internal resources are required to prepare for and staff audits. We price and staff based on our standard audit parameters. Customer's pay their own audit costs as they are at their discretion.

The information that is being audited must be current and readily available, which is why we use the current and preceding calendar year (up to an 18 month look back). The purpose of an audit is to evaluate your TPA's performance. If any significant problems are identified, appropriate process improvements can be put in place based upon those findings.

We do not follow customer specific audit provisions.

UHC Standard Audit language:

Section 9.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, You or a mutually agreeable entity may audit Us once each calendar year to determine whether We are fulfilling the terms of this Agreement. Prior to the commencement of this audit, We must receive a signed, mutually agreeable confidentiality agreement.

You must advise Us in writing of Your intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by Us. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to Our transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by Us ("Scope").

You will pay any expenses that You incur in connection with the audit. In addition, You will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Your expenses and any applicable fees, You will also pay any extraordinary expenses We incur in connection with the audit. For any audit initiated after this Agreement is terminated, You will pay all expenses incurred by Us.

You will provide Us with a copy of any audit reports within 30 days after You receive the audit report(s) from the auditor.

Thank you,

Elisabeth Wright, MAHR

Director - Health & Benefits

WTW

111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States

M +414 759 6542

Elisabeth.Wright@wtwco.com

wtwco.com

Upcoming Out of Office:

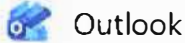
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At WTW, we provide data-driven, insight-led solutions in the areas of people, risk and capital that make your organization more resilient, motivate your workforce, and maximize performance. WTW has offices in 140 countries and markets. For a complete list of office locations, please click [here](#).

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Outlook

RE: UHC Contract language

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Date Tue 9/23/2025 3:19 PM

To Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Cc SH Audit Clause <auditclause@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>

Paul,

I had to request an updated contract from UHC as the first one did not include the County's new invoice language. I requested the updated contract last week Thursday and requested an update earlier today. I still have not received the updated one. As soon as I receive it, I will forward.

Tony

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Sent: Tuesday, September 23, 2025 2:19 PM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc: SH Audit Clause <auditclause@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>

Subject: Fw: UHC Contract language

Good afternoon Tony,

I'm just circling back regarding my request for a copy of the draft contract.

Thank you,

-Paul

- Paul

Paul A. Grant, CPA

Audit Compliance Manager

Milwaukee County Office of the Comptroller

Audit Services Division

600 N Plankinton Ave STE 600

Milwaukee, WI 53203-2901

(voice) 414.278.4292

(fax) 414.223.1895

Paul.Grant@milwaukeecountywi.gov

[Report County Government Fraud, Waste and Abuse](#)

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Sent: Thursday, September 18, 2025 8:39 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: Re: UHC Contract language

Good morning Tony,

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Thank you,

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Paul A. Grant, CPA

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Alexis

Alexis Gassenhuber

Contracts Coordinator

Office of the Milwaukee County Comptroller

Courthouse Room 301, 901 North 9th Street, Milwaukee, WI 53233

Alexis.Gassenhuber@milwaukeecountywi.gov

414-278-4164

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Sent: Wednesday, September 17, 2025 9:52 AM
To: Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis

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Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC Contract language

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Thank you,

Elisabeth Wright, MAHR

Director - Health & Benefits

WTW

111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States

M +414 759 6542

Elisabeth.Wright@wtwco.com

wtwco.com

Upcoming Out of Office:

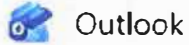
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Outlook

FW: UHC Contract language

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Date Wed 9/24/2025 1:32 PM
To Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Cc Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>

📎 1 attachment (31 KB)

UHC Contract language:

Paul,

As you can see, this keeps going back and forth. Could your team take a look at their edits to see if they are acceptable or provide any edits and I will send to their Corporation Counsel to review?

Tony

From: Elisabeth Wright <elisabeth.wright@wtwco.com>
Sent: Tuesday, September 23, 2025 5:01 PM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Subject: RE: UHC Contract language

Caution: This email originated from outside of Milwaukee County. Use the Phish Alert Report button to have MSD review this message if you think it is suspicious.

Hi Tony!

Unfortunately, UHC has not agreed to include the requested language regarding the County right to audit. Please see attached email with their comments/concerns.

If your counsel can review and indicate if they can accept the revisions, I will ask for the draft contract with the edits included.

Thanks,
Elisabeth Wright
Director – Health & Benefits

WTW
C 1 414 759 6542

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Sent: Tuesday, September 23, 2025 1:52 PM
To: Elisabeth Wright <elisabeth.wright@wtwco.com>
Subject: FW: UHC Contract language

Elisabeth,

Are you able to send me the updated UHC contract?

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Sent: Thursday, September 18, 2025 8:40 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Molly.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
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Thank you,

- Paul

Paul A. Grant, CPA

Audit Compliance Manager

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Audit Services Division

600 N Plankinton Ave STE 600

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Alexis

Alexis Gassenhuber
Contracts Coordinator
Office of the Milwaukee County Comptroller
Courthouse Room 301, 901 North 9th Street, Milwaukee, WI 53233
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414-278-4164

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Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC Contract language

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Hi Tony,

Please see below from UHC . Luke has been working with their contracts team, and they have now provided him with color coded responses with each of the items they have concerns about. Can you share this with your team or advise if the audit language can be revised to meet their concerns? I've also included the standard UHC audit language below for reference.

IV. County Rights to Access and Audit

UHC, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with reasonable notice to audit, examine and make copies of any and all records of UHC related to the terms and performance of the Agreement for a period of up to three years following the date of the last payment, the end date of the term of this Agreement or activity under this Agreement, whichever is later. Where practical, any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as UHC. Where practical, sub-agreements or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. UHC understands and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

CONTRACTS RESPONSES:

Because we are allowing an auditor to come onto our premises and access proprietary information as well as sensitive confidential member information, we need to ensure that auditor is appropriately qualified and will handle that sensitive data appropriately (i.e. in accordance with HIPAA, etc.) As such, we need to retain the right to approve the auditor.

In addition, want to ensure that the audit is meaningful and accurate. We have seen situations where the auditor selected is to be paid based upon a percentage of errors/recoveries which may create a situation where that auditor may choose a methodology that will skew the audit results in their favor. We simply want to reserve the right to agree upon any auditor that is paid on a contingency basis to assure there are no deficiencies in that examiner's audit methodologies.

We are willing to allow the customer access to non-individually identifiable records that are pertinent and directly related to our performance under the ASA and individually-identifiable information only if: (1) the records are necessary for the customer to administer the plan and (2) if adequate safeguards are established such as executed non-disclosure indemnification agreements.

However, we need to place parameters on audit rights so audits aren't excessively burdensome on our operations. Audits create an expense in that internal resources are required to prepare for and staff audits. We price and staff based on our standard audit parameters. Customer's pay their own audit costs as they are at their discretion.

The information that is being audited must be current and readily available, which is why we use the current and preceding calendar year (up to an 18 month look back). The purpose of an audit is to evaluate your TPA's performance. If any significant problems are identified, appropriate process improvements can be put in place based upon those findings.

We do not follow customer specific audit provisions.

UHC Standard Audit language:

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You must advise Us in writing of Your intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by Us. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to Our transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by Us ("Scope").

You will pay any expenses that You incur in connection with the audit. In addition, You will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Your expenses and any applicable fees, You will also pay any extraordinary expenses We incur in connection with the audit. For any audit initiated after this Agreement is terminated, You will pay all expenses incurred by Us.

You will provide Us with a copy of any audit reports within 30 days after You receive the audit report(s) from the auditor.

Thank you,

Elisabeth Wright, MAHR

Director - Health & Benefits

WTW

111 E. Kilbourn Ave. Suite 1850 | Milwaukee WI 53202 | United States

M +414 759 6542

Elisabeth.Wright@wtwco.com

wtwco.com

Upcoming Out of Office

Upcoming office closures/holidays:

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This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone

the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>
Sent on: Tuesday, September 16, 2025 9:29:50 PM
To: Maze, Tony <tony.maze@milwaukeecountywi.gov>
CC: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC Contract language

Hi Tony,

Please see below from UHC . Luke has been working with their contracts team, and they have now provided him with color coded responses with each of the items they have concerns about. Can you share this with your team or advise if the audit language can be revised to meet their concerns? I've also included the standard UHC audit language below for reference.

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In addition to Your expenses and any applicable fees, You will also pay any extraordinary expenses We incur in connection with the audit. For any audit initiated after this Agreement is terminated, You will pay all expenses incurred by Us.

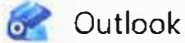
You will provide Us with a copy of any audit reports within 30 days after You receive the audit report(s) from the auditor.

Thank you,
Elisabeth Wright, MAHR
Director - Health & Benefits

WTW
111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States
M +414 759 6542
Elisabeth.Wright@wtwco.com
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Upcoming Out of Office:
Upcoming office closures/holidays:

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Outlook

Re: UHC Contract language

From Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Date Wed 9/24/2025 2:33 PM

To Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>

We do really have to have the context of the contract before considering requested changes to our standard audit language.

- *Paul*

Paul A. Grant, CPA

Audit Compliance Manager

Milwaukee County Office of the Comptroller

Audit Services Division

600 N Plankinton Ave STE 600

Milwaukee, WI 53203-2901

(voice) 414.278.4292

(fax) 414.223.1895

Paul.Grant@milwaukeecountywi.gov

[Report County Government Fraud, Waste and Abuse](#)

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Sent: Wednesday, September 24, 2025 1:32 PM

To: Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>

Subject: FW: UHC Contract language

Paul,

As you can see, this keeps going back and forth. Could your team take a look at their edits to see if they are acceptable or provide any edits and I will send to their Corporation Counsel to review?

Tony

From: Elisabeth Wright <elisabeth.wright@wtwco.com>

Sent: Tuesday, September 23, 2025 5:01 PM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Subject: RE: UHC Contract language

Caution: This email originated from outside of Milwaukee County. Use the Phish Alert Report button to have IMSD review this message if you think it is suspicious.

Hi Tony!

Unfortunately, UHC has not agreed to include the requested language regarding the County right to audit. Please see attached email with their comments/concerns.

If your counsel can review and indicate if they can accept the revisions, I will ask for the draft contract with the edits included.

Thanks,
Elisabeth Wright
Director – Health & Benefits

WTW
C 1 414 759 6542

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Sent: Tuesday, September 23, 2025 1:52 PM
To: Elisabeth Wright <elisabeth.wright@wtwco.com>
Subject: FW: UHC Contract language

Elisabeth,

Are you able to send me the updated UHC contract?

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Sent: Thursday, September 18, 2025 8:40 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: Re: UHC Contract language

Good morning Tony,

In order to reach a decision with respect to the audit language, Audit Services will need to review the draft contract first. Please forward a copy of the draft contract to Jennifer, Molly, Irias, Candice and me (all cc'd above). Following our review of the draft contract, we plan to consult with the Office of Corporation Counsel.

Thank you,
- Paul

Paul A. Grant, CPA

Audit Compliance Manager
Milwaukee County Office of the Comptroller
Audit Services Division
600 N Plankinton Ave STE 600
Milwaukee, WI 53203-2901
(voice) 414.278.4292
(fax) 414.223.1895

Paul.Grant@milwaukeecountywi.gov

Report County Government Fraud, Waste and Abuse

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Sent: Wednesday, September 17, 2025 9:59 AM
To: Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: RE: UHC Contract language

Sorry about that. The "attachments" are the color-coded questions and responses included within the email.

Tony

From: Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>
Sent: Wednesday, September 17, 2025 9:58 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: Re: UHC Contract language

Thanks, Tony, for copying me. I understand the Audit Services Division team will review.

In your message below, you referred to certain attached inquiries, but I cannot find any attachments. Did you intend to attach such files?

Alexis

Alexis Gassenhuber
Contracts Coordinator
Office of the Milwaukee County Comptroller
Courthouse Room 301, 901 North 9th Street, Milwaukee, WI 53233
Alexis.Gassenhuber@milwaukeecountywi.gov
414-278-4164

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Sent: Wednesday, September 17, 2025 9:52 AM
To: Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>
Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: FW: UHC Contract language

Good morning,

Milwaukee County is preparing to extend our contract with UHC, and they have raised several questions regarding our audit language. I have attached their inquiries for your review. Could someone please provide additional guidance on how best to address these questions?

Regards,

Tony

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>
Sent: Tuesday, September 16, 2025 4:30 PM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC Contract language

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FW: UHC 2026 Amendment

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Date Thu 1/15/2026 2:56 PM

To Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>

📎 2 attachments (204 KB)

Milwaukee County ASA Amend FRN 1.1.2026.docx; UHG Blanket GL 24-26.pdf

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>

Sent: Thursday, January 15, 2026 8:29 AM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>

Subject: UHC 2026 Amendment

Caution: This email originated from outside of Milwaukee County. Use the Phish Alert Report button to have IMSD review this message if you think it is suspicious.

Hi Tony,

Attached please find the UHC ASA Amendment issued for effective date 1.1.26. As we discussed yesterday, the amendment replaces the Fees Exhibit in the current Administrative Services Agreement. I have also included the UHC insurance certificate if you need this for your files.

Please let me know if you have any questions.

Thank you,

Elisabeth Wright, MAHR

Director - Health & Benefits

WTW

111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States

M +414 759 6542

Elisabeth.Wright@wtwco.com

wtwco.com

Upcoming Out of Office: January 16th, February 13th

Upcoming office closures/holidays: January 19th and February 16th

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June 13, 2025

Milwaukee County
901 North 9th Street, Courthouse, Room 210
Milwaukee, WI 53233

RE: **January 1, 2026** Financial Renewal under the Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" or "Our" or "Us" or "We") and Milwaukee County ("Customer" or "You" or "Your").

This letter is confirmation of your Financial Renewal per the attached exhibit(s).

Nothing shown in this Financial Renewal Letter alters, varies, or affects any of the terms, provisions, or conditions of the Agreement other than as stated herein.

Please feel free to contact your Sales Executive (indicated below) with any questions regarding the attachment(s).

Please file this letter and its attachment(s) with your Agreement.

Thank you,

A handwritten signature in blue ink, appearing to read 'Sara Minnis'.

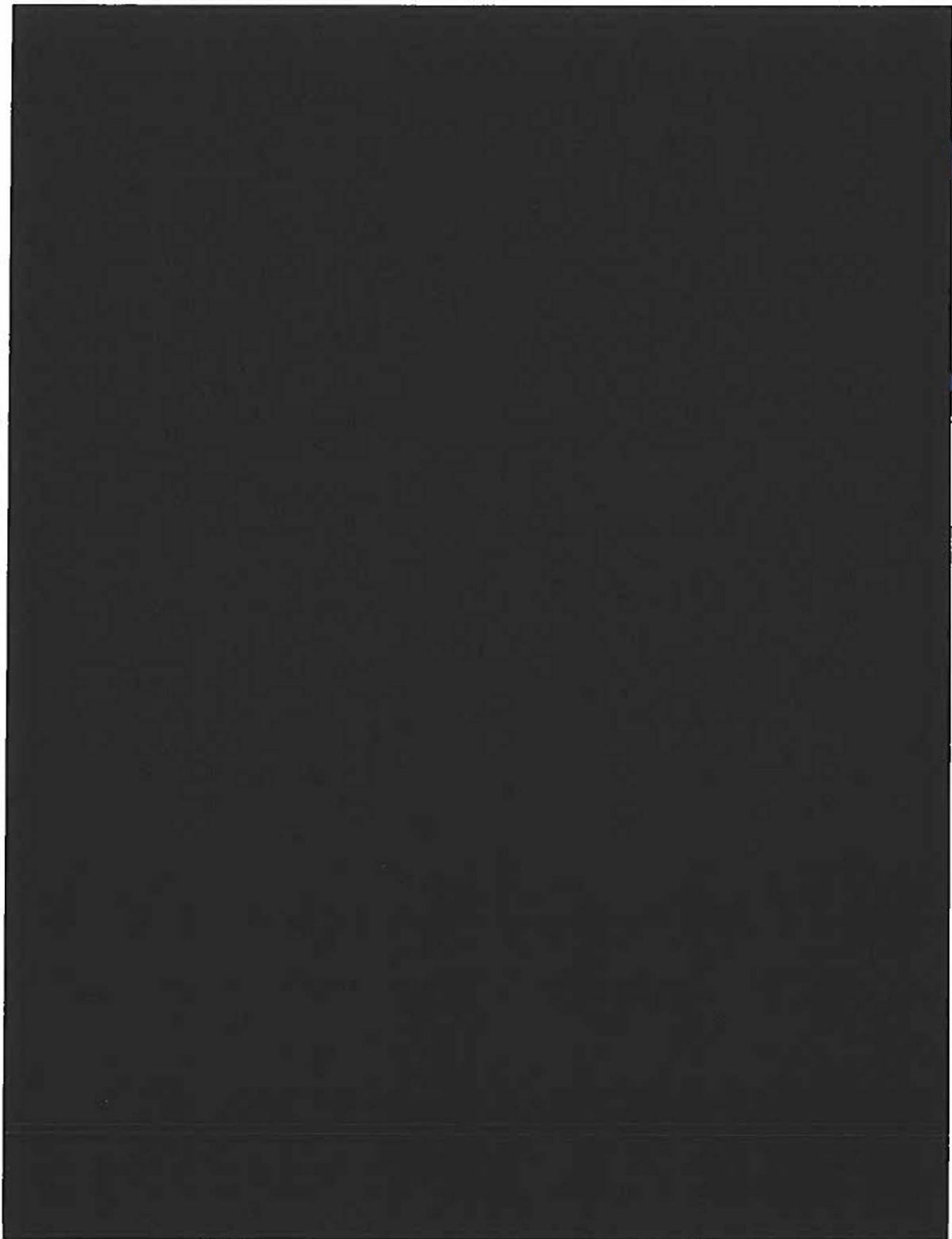
Sara Minnis

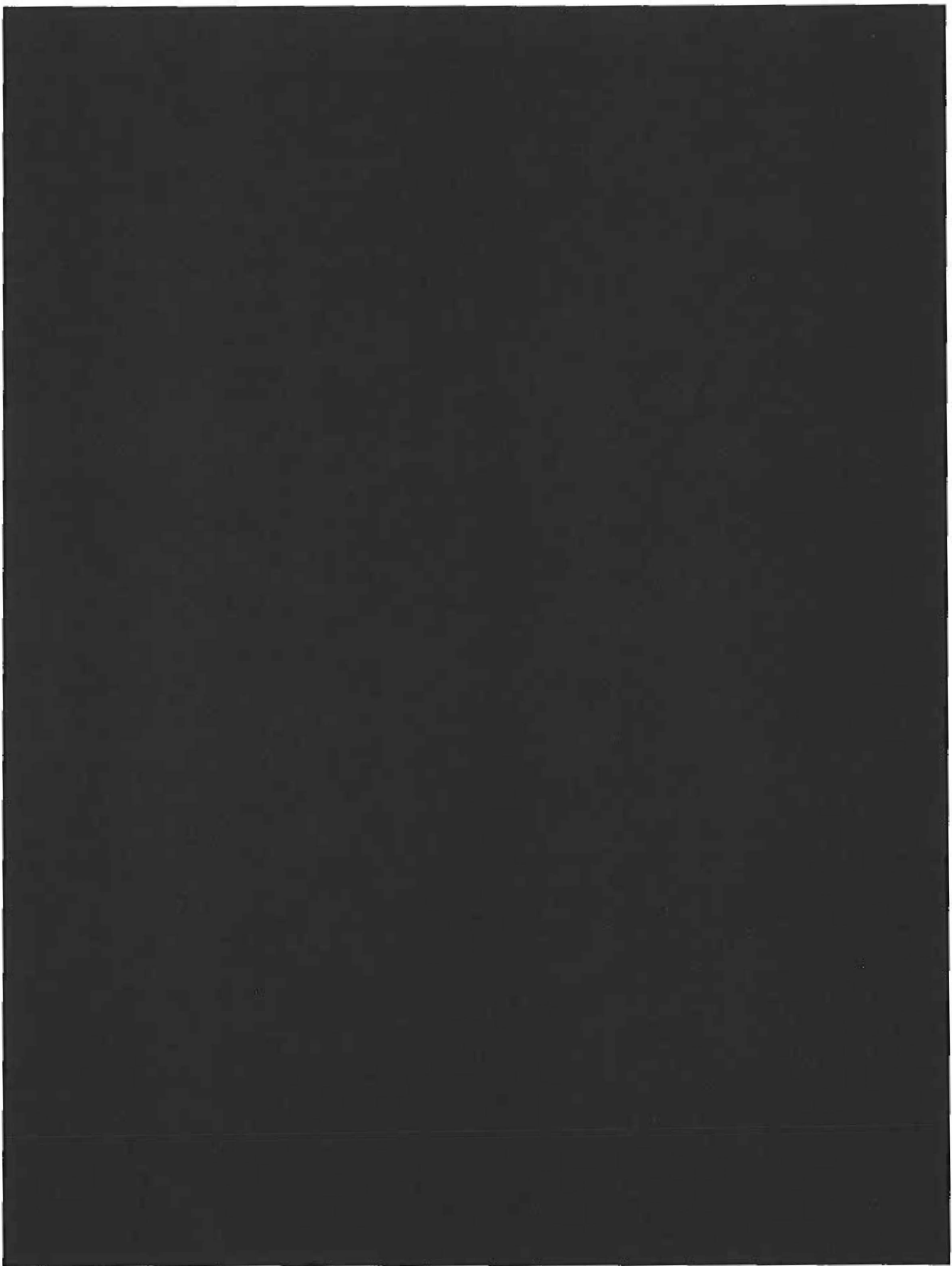
CC: Luke Allenson, Sales Executive

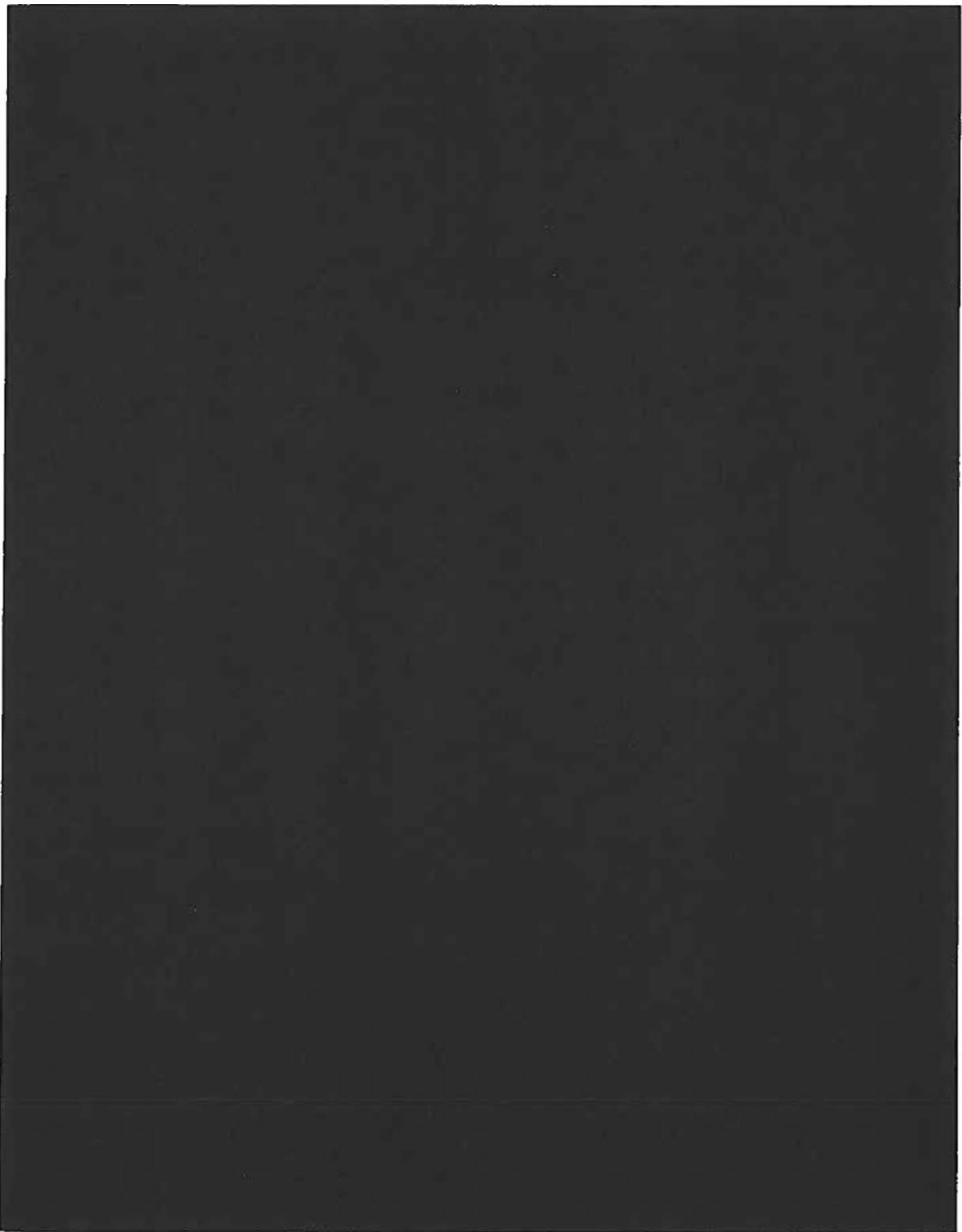
Attachment(s): Exhibit A, Exhibit B

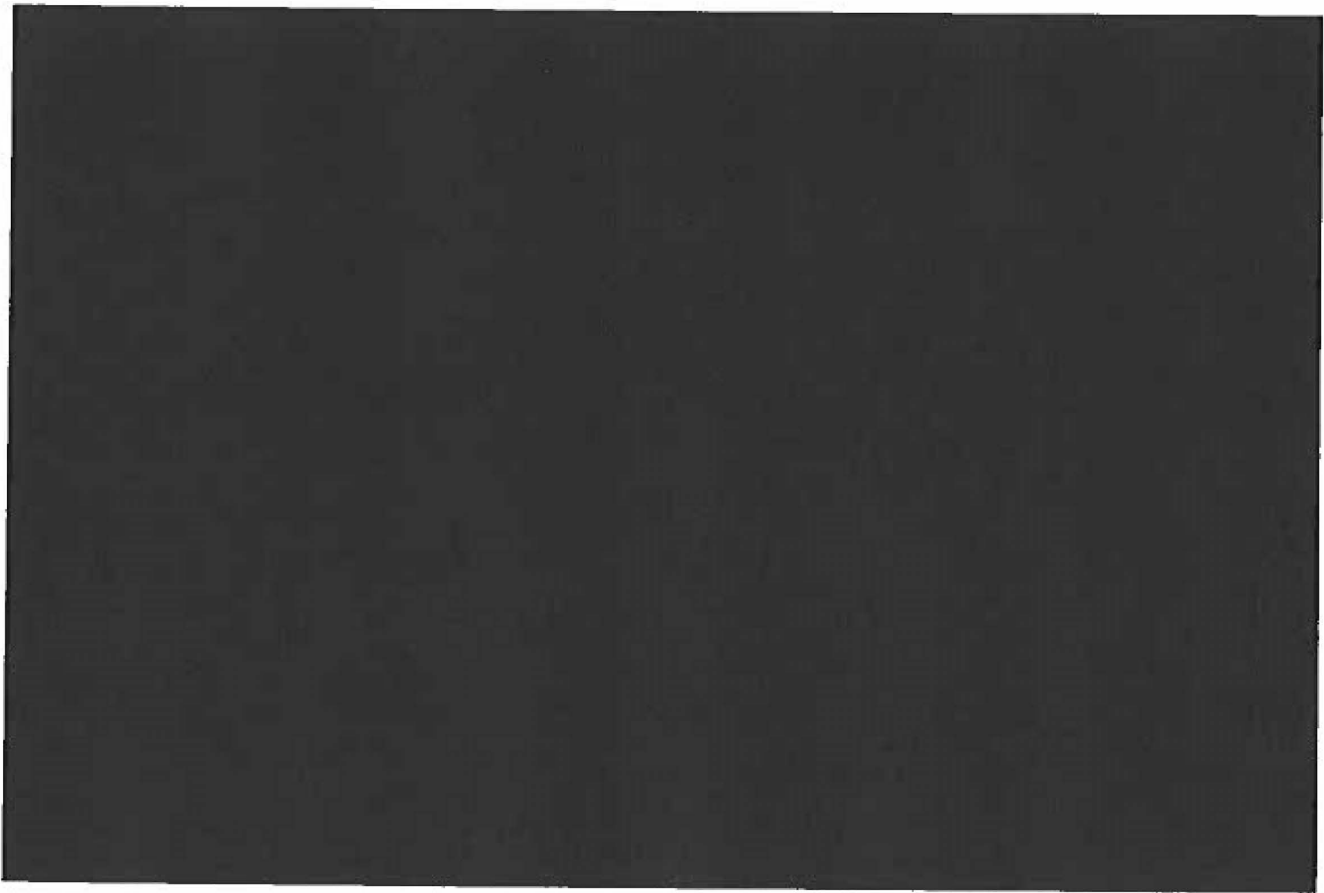
Renewal 2Q 2025
Agreement No. 00005823.14





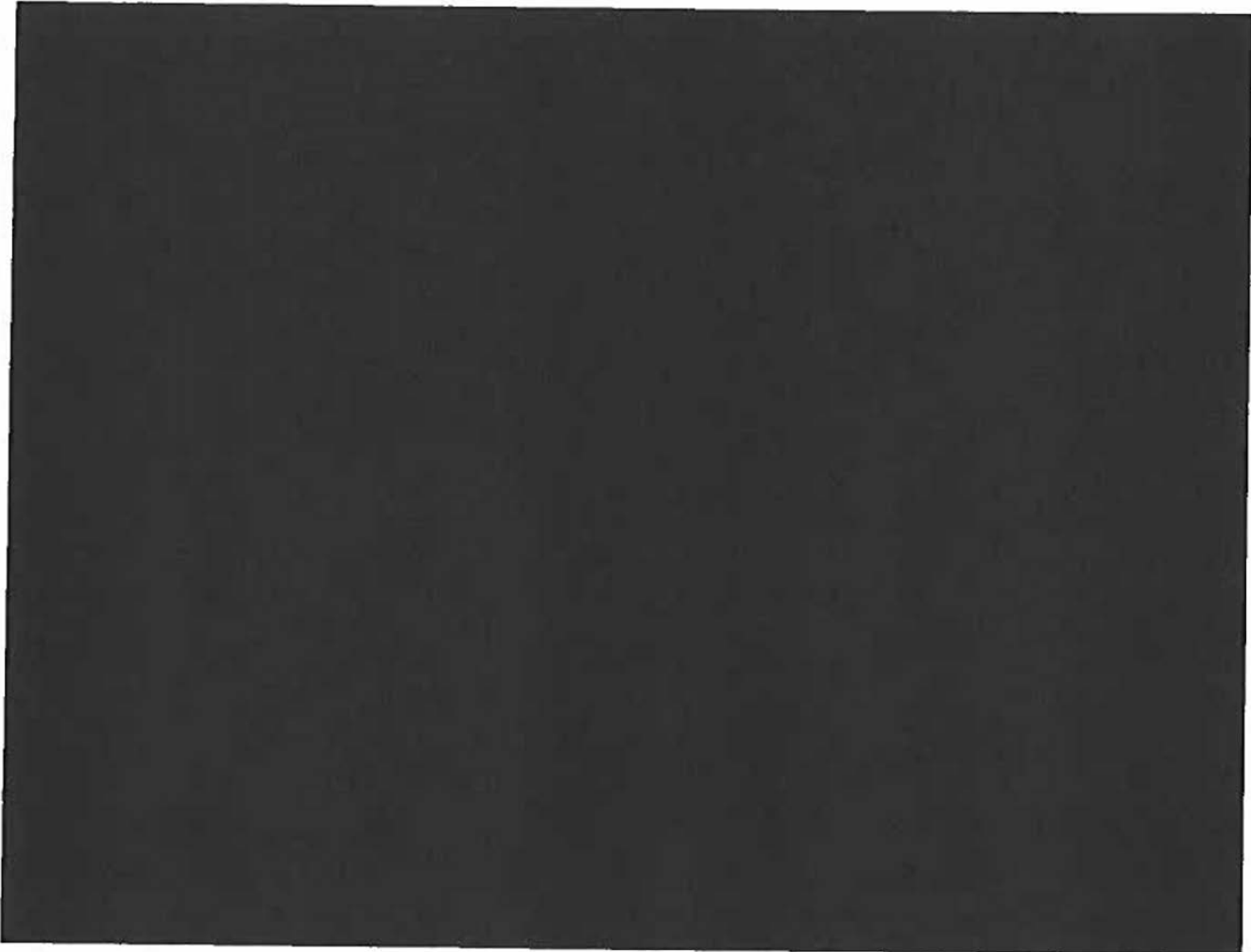














CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05-02-2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307	CONTACT NAME: Enterprise Risk Financing & Insurance PHONE (A/C, No., Ext): E-MAIL ADDRESS: eis@uhg.com	FAX (A/C, No): 888-299-6422
	INSURER(S) AFFORDING COVERAGE	
CN101631729-ALL*-GAWUP-25-26	INSURER A: Old Republic Insurance Company	NAIC # 24147
INSURED UNITEDHEALTH GROUP INCORPORATED 1 HEALTH DRIVE EDEN PRAIRIE, MN 55344	INSURER B: N/A	NAIC # N/A
	INSURER C: N/A	NAIC # N/A
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-010929806-02 **REVISION NUMBER:** 1

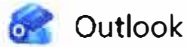
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		MWZY315405-26	05-01-2024	05-01-2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. D SEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER **CANCELLATION**

UNITEDHEALTH GROUP INCORPORATED 1 HEALTH DRIVE EDEN PRAIRIE, MN 55344	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	---



FW: UHC

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Date Thu 1/15/2026 3:03 PM

To Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>

 2 attachments (20 MB)

2023-2025_Fee_for_Svcs_UHC_Optum_Final_Signed.pdf; 2020 UHC United_HealthCare_Services Final Signed (1).pdf;

This is an amendment, so I attached the two prior agreements.

Thank you.

Tony

From: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>

Sent: Thursday, January 15, 2026 3:02 PM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Subject: UHC



Jennifer Mueller *(she/her/hers)* | HR Analyst

Milwaukee County Department of Human Resources

901 N 9th Street, Suite 210 | Milwaukee, WI 53233

Ph: (414) 278-4148 | F: (414) 223-1379 | county.milwaukee.gov

By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin.

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. and Milwaukee County ("Customer"), Contract No. 714852, and is effective on January 1, 2023 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Milwaukee County

United HealthCare Services, Inc.

By Tony Maze
Authorized Signature

By Bambi Kenney
Authorized Signature

Print Name Tony Maze

Print Name Bambi Kenney

Print Title Director, Benefits Administration

Print Title Associate Contract Manager

Date 1/11/2023

Date 2/7/2023

Renewal 3Q2019

The Administrative Services Agreement is amended on January 1, 2023 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Section 4.10 Prevention and Recovery Services. United will provide prevention and recovery services for Overpayments and other Plan recovery and savings opportunities as described herein.

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

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

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

United makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Exhibit A - Fees.

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

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

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.10.

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

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible

for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.10.

Offsetting Process. In some instances, United may be able to obtain an Overpayment recovery by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments. In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process in no way impact the decision as to whether or not a benefit is payable under the Plan. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the designated representative for the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

Recovery Fees. Customer will be charged a fee for the Payment Integrity Services described in this Section 4.3. That fee is set forth in Exhibit A-Fees. No fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Section 4.5 Health Care Medical Management Services is hereby deleted and replaced with the following:

Section 4.5 Personal Health Support

Health advocates and concierge services, includes the following:

- Central in-take point for all clinical and lifestyle Participant calls.
- Access to registered nurses for symptom triage and support with decisions about health care and treatment options as applicable to the Customer's elected products.
- Health education and resource navigation.
- Low to moderate health risk management.
- Premium provider / facility locating and appointment scheduling.

Personal nurses, provide targeted support.

Specialty nurses, provide clinical management for complex conditions.

Personal Health Support Website

Consumer activation and outreach campaigns, United may create consumer marketing campaigns to promote clinical, lifestyle management and advocacy services to the Customer's Participants.

Reporting, outlining program activity and impact.
Additional services include the following:

Disease Management

- Asthma
- Chronic Obstructive Pulmonary Disease (COPD)
- Coronary Artery Disease (CAD)
- Diabetes
- Congestive Heart Failure (HF)

The definition of Proprietary Business Information in Section 1 – Definitions is replaced in its entirety with the following definition:

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

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

Sections 9.4 Proprietary Business Information and 9.2 Access to Information are replaced entirely with the following:

Section 9.2 Use of Confidential Information. Neither Party may disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by applicable law and regulation, (iii) Customer may only use United's Confidential Information for Plan administration purposes and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with applicable law and regulation.

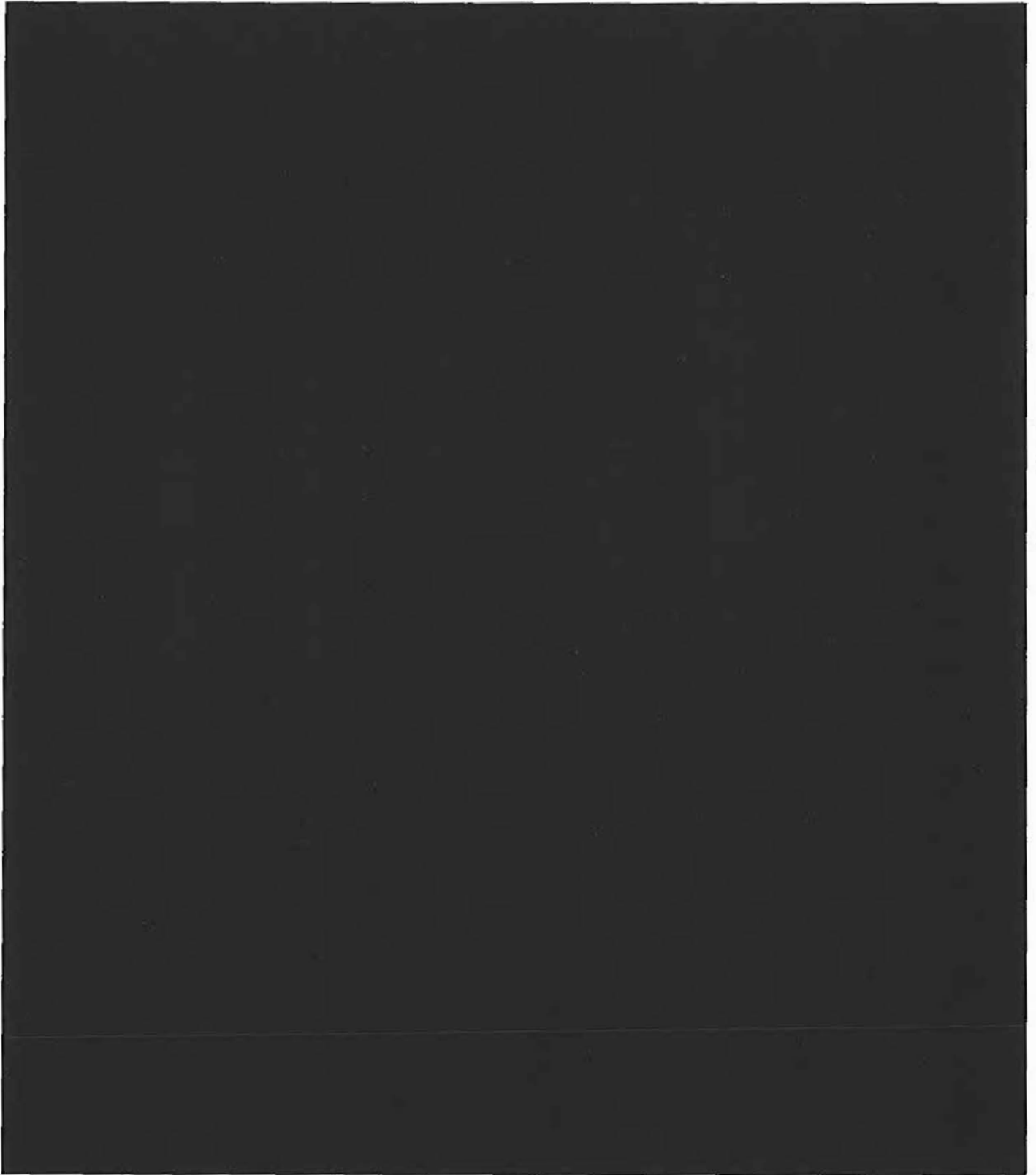
Neither party may sell, license or grant any other rights to the other Party's Confidential Information.

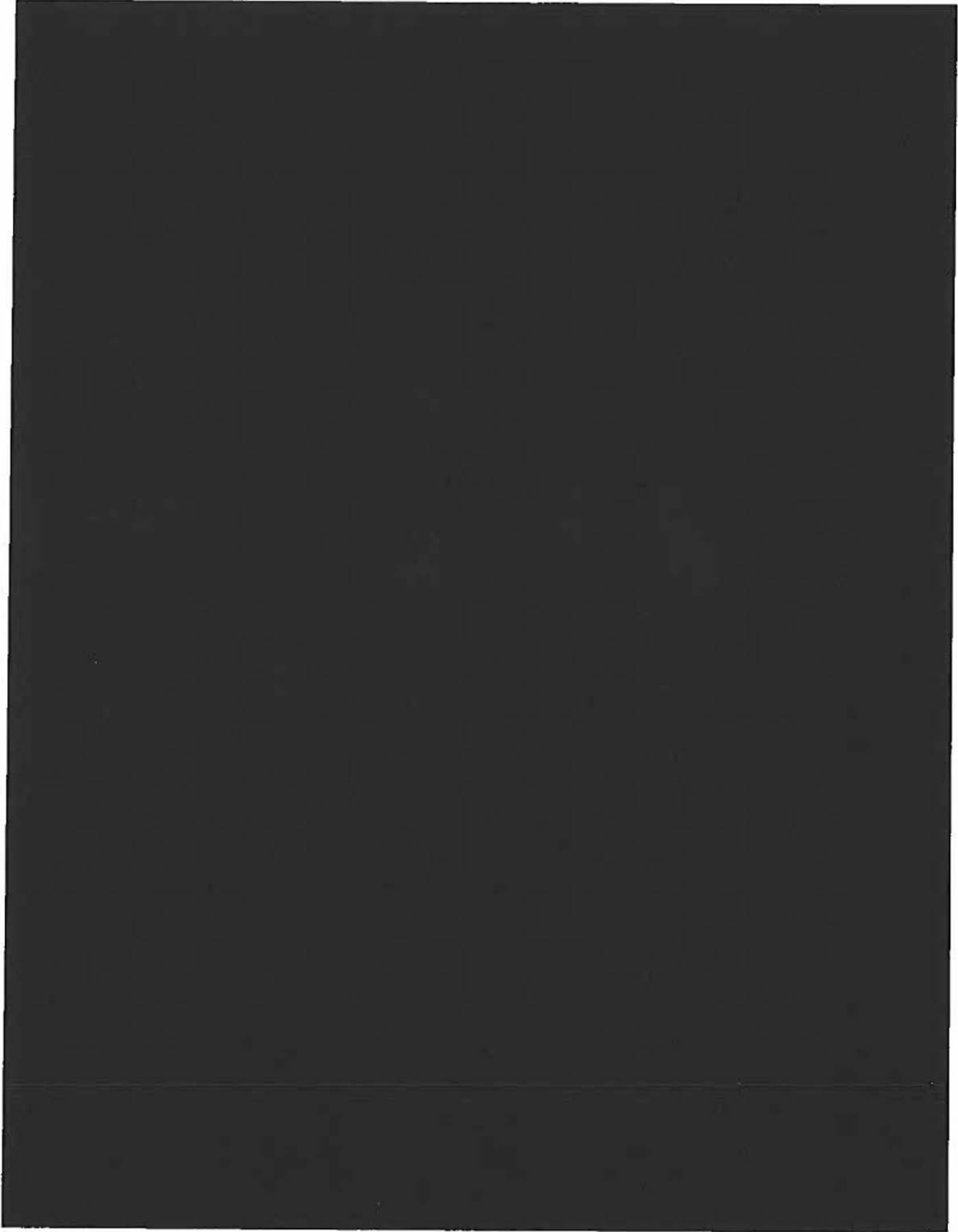
If a Party is requested or required to disclose Confidential Information by subpoena, legal process or applicable law, including public records acts, such Party shall (to the extent permitted by law), provide the other Party with immediate written notice of that request or requirement. Such Party shall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

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

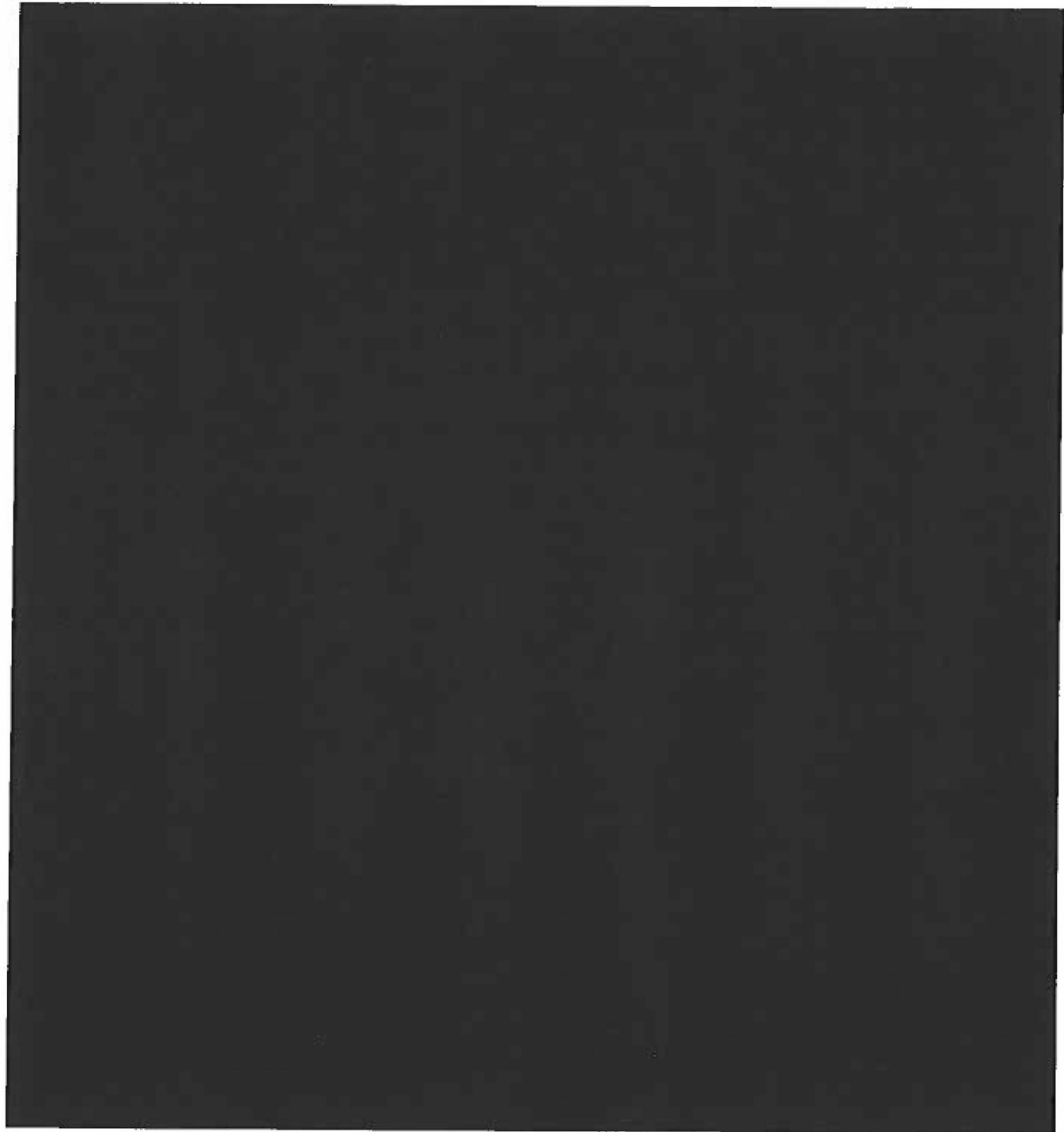
All references to out of network programs in the Agreement, each as applicable, are replaced in their entirety. As such, Section 4.4 Managed Care Network Services is amended to include the following sub-section:

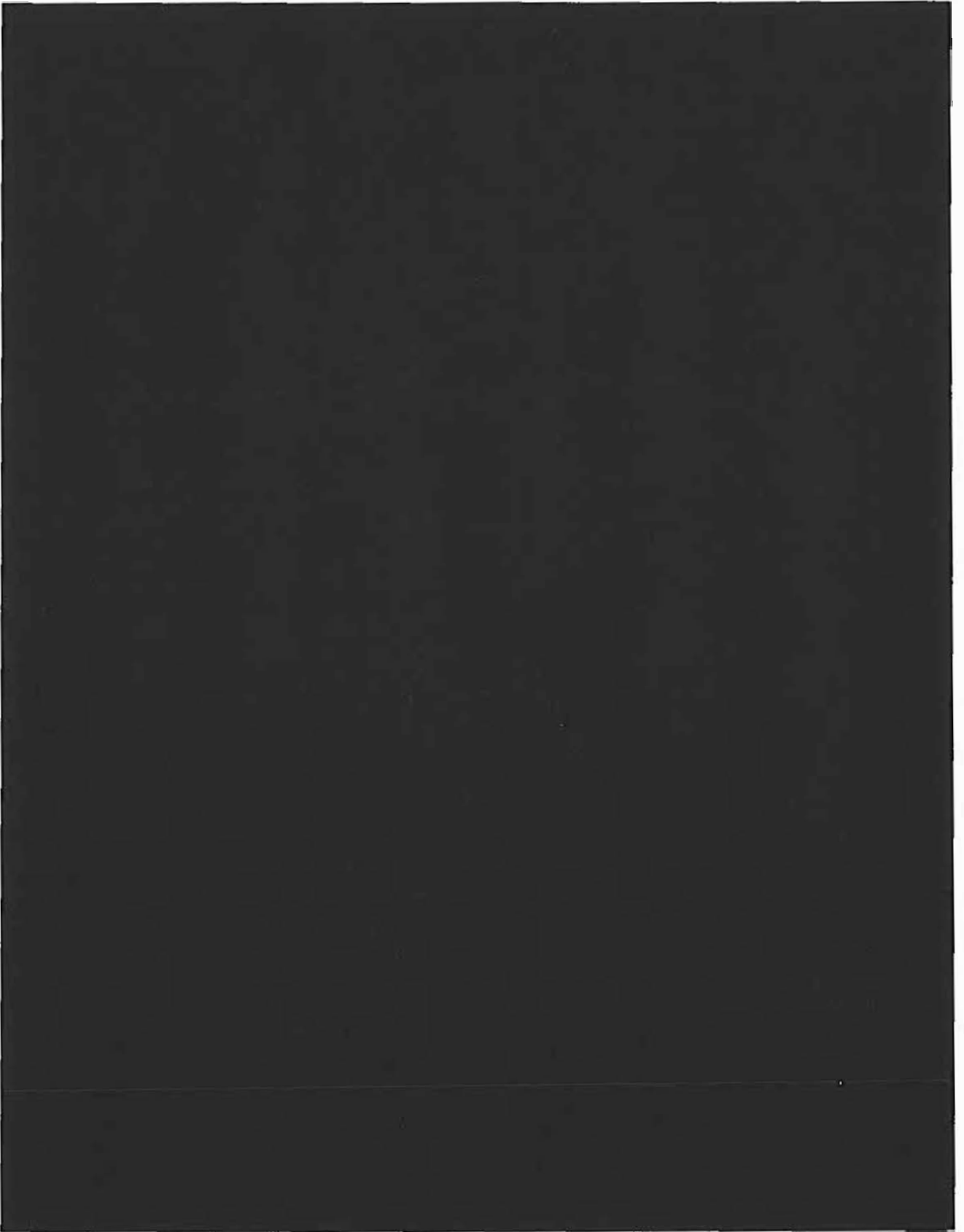
Out of Network Programs. United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls.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

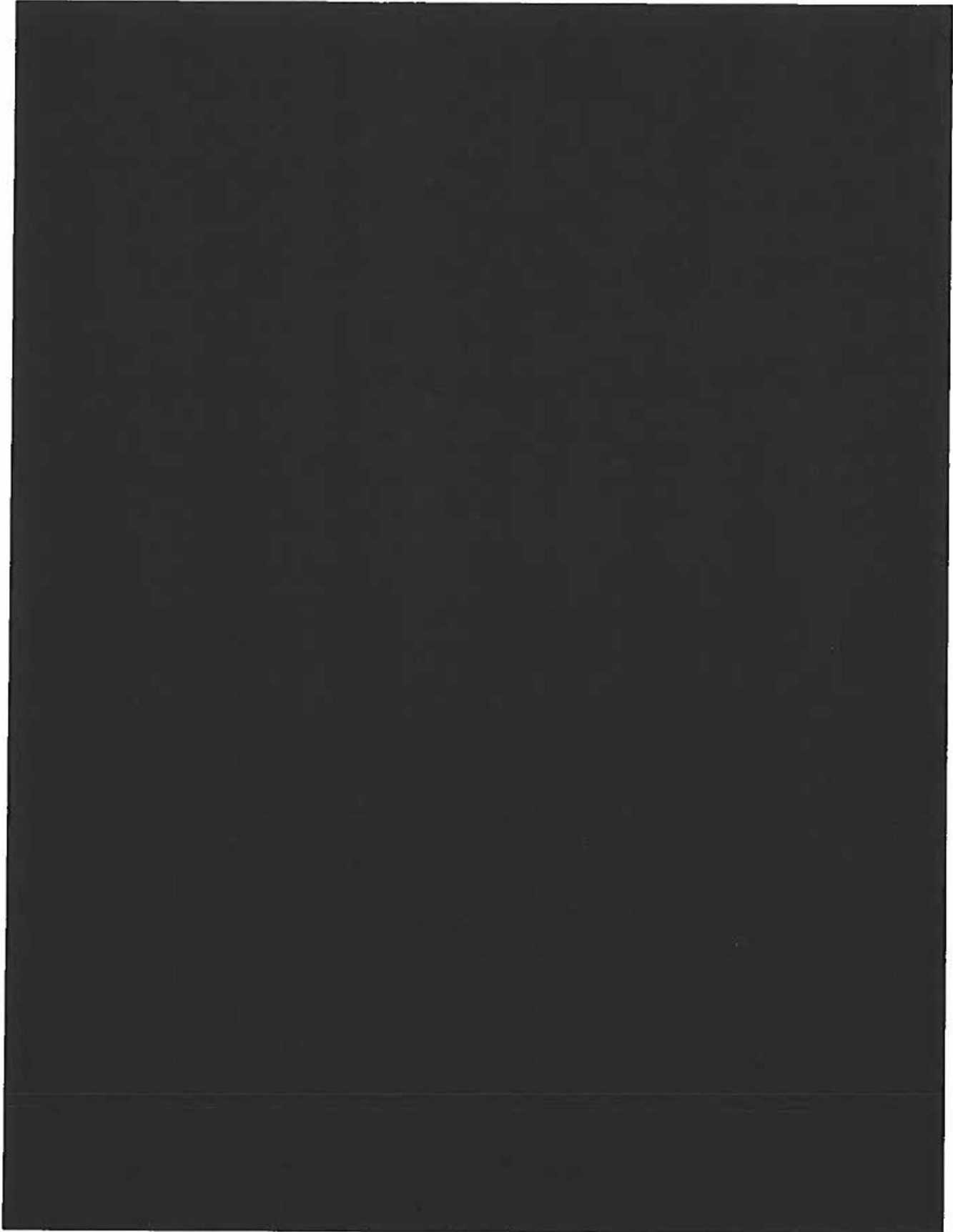


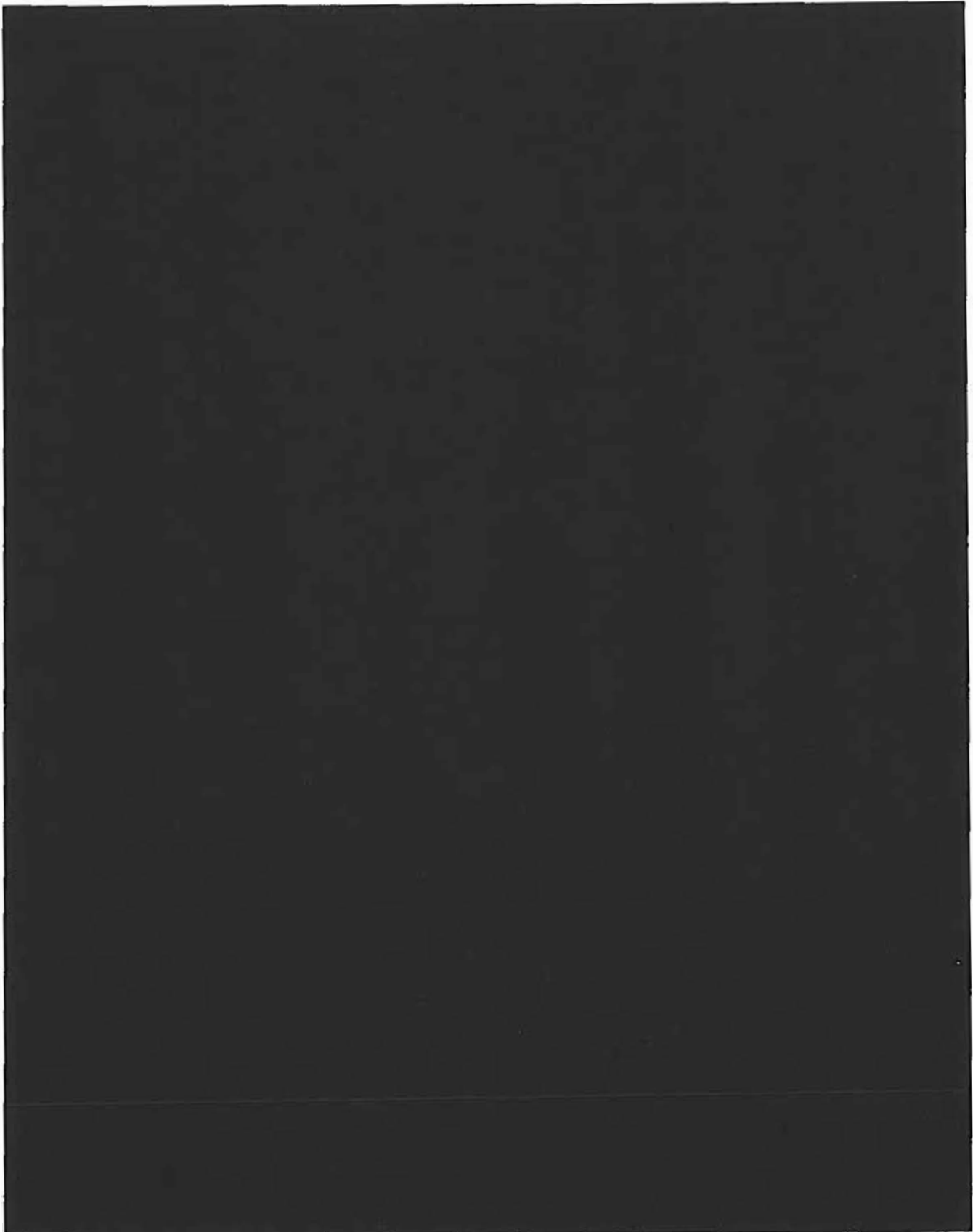


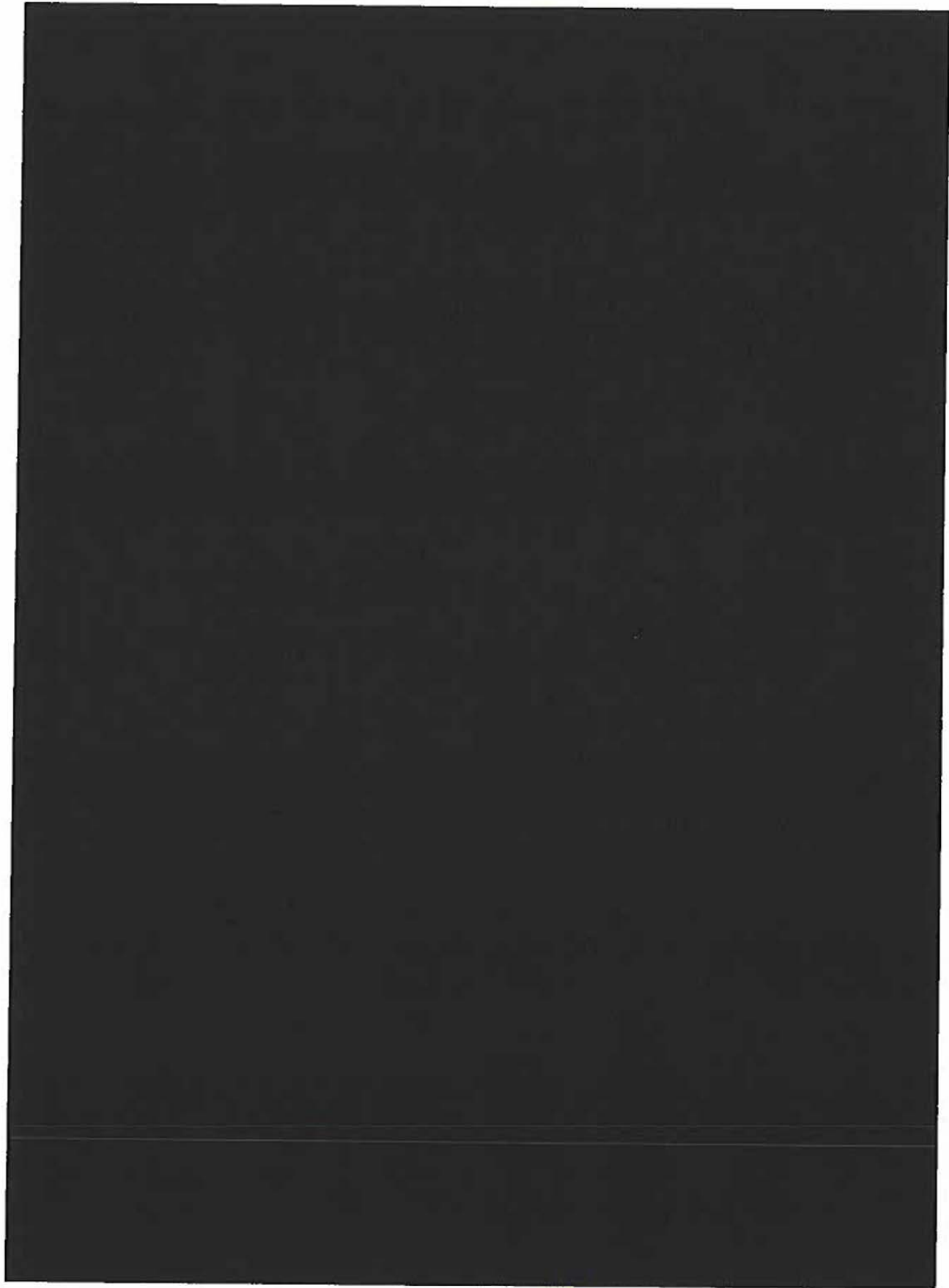


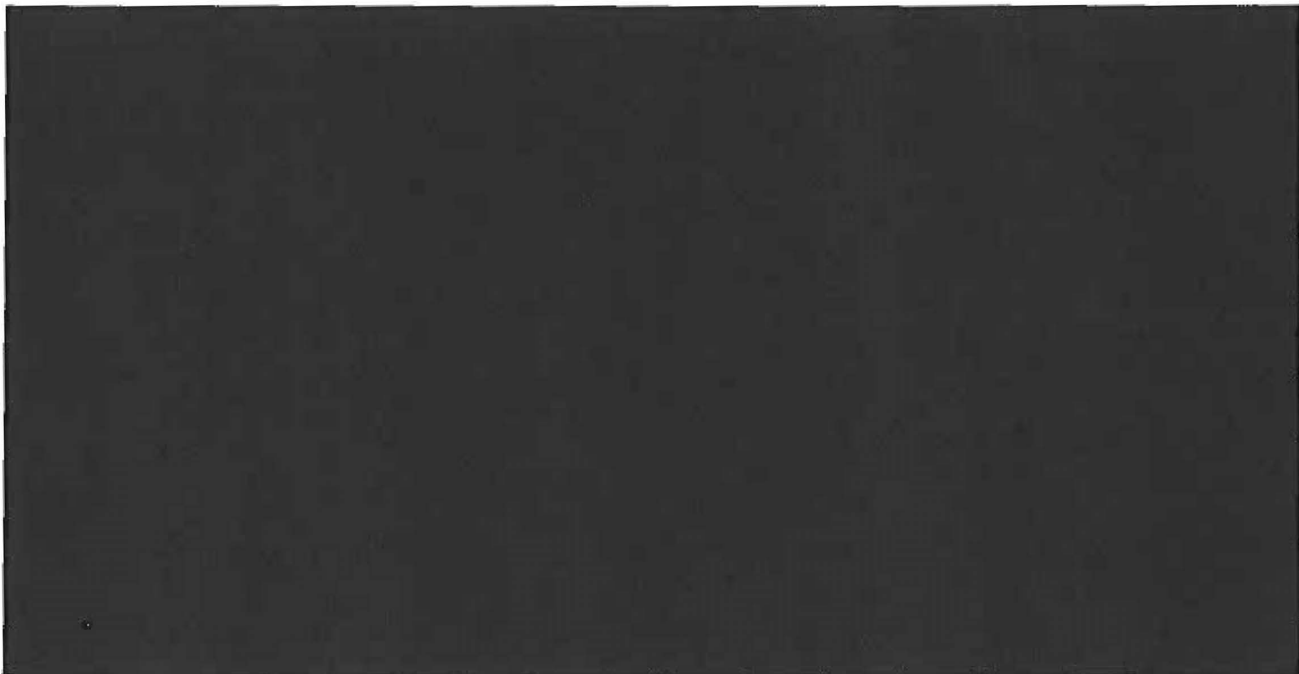












**AMENDMENT V TO
PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT**

This **AMENDMENT V TO PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT**, dated and effective as of January 1, 2023 ("Amendment"), is made and entered into by and between Milwaukee County and Milwaukee County Transit ("Client") and OptumRx, Inc. ("Administrator"), with respect to the following facts:

RECITALS

WHEREAS, Administrator and Client entered into that certain Prescription Drug Benefit Administration Agreement ("Agreement") on January 1, 2015, and has been subsequently amended, pursuant to which Client engaged Administrator to provide certain of its services to assist Client in the administration of its Pharmacy Benefit Program;

WHEREAS, Client and Administrator desire to amend the Agreement as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrator and Client hereby agree to amend the Agreement as follows:

1. Any capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event there is any inconsistency or conflict between the provisions in this Amendment and those in the Agreement, the provisions in this Amendment shall supersede and control.

2. Section 2.1, Term, shall be deleted in its entirety and restated as follows:

"2.1. Term. The Initial Term of this Agreement begins on the Effective Date and expires on December 31, 2016 (the "Initial Term"). On January 1, 2020, this Agreement was renewed for an additional three (3) year term (the "Second Renewal Term"). On January 1 2023, this Agreement shall be renewed for an additional three (3) year term (the "Third Renewal Term") which will expire on December 31, 2025. Upon expiration of the Third Renewal Term, either party will provide notice of renewal no later than 120 days before the end of the Third Renewal Term (the Third Renewal Term together with any renewal periods, the "Term")."

3. Exhibit "C", COMPENSATION, shall be deleted in its entirety and replaced with the information in Attachment I, attached hereto and incorporated by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OptumRx, Inc.

Milwaukee County

Signature: Kathryn Carey
Print Name: Kathryn Carey
Print Title: CFO
Date: 2/15/2023

Signature: Tony Maze
Print Name: Tony Maze
Print Title: Director, Benefits Administration
Date: 1/11/2023

Internal Control No.: 00893187.0

ATTACHMENT I

EXHIBIT C – COMPENSATION

A. CREDITS AND ALLOWANCES

Pharmacy Management Allowance: Client shall receive a pharmacy management allowance (PMA) of up to \$5.00 per Member annually, which must be utilized within the applicable year and will not carry over to the following year. This PMA allowance is to be used by Client to offset the cost of actions intended to maximize the value of the pharmacy program. Funds may be used for items including, but not restricted to, programming for customization, design and implementation of clinical or other programs, communications, documented expenses related to staff education and industry conference attendance, auditing, data integration and analytics, consulting fees (excluding market checks), and engagement of relevant vendors that impact the pharmacy program strategy and results. Client will be required to submit documentation to support the expenses for which it seeks reimbursement. If Client terminates this Agreement in breach before the end of the Term, Client shall refund to Administrator within 30 days after the effective date of such termination the full PMA allowance applicable to the year of termination. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this PMA allowance shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

B. SERVICE FEES

Client will pay Administrator for the services provided herein pursuant to the following table:

Term of contract:	Year 1:	01/01/2023 to 12/31/2023
	Year 2:	01/01/2024 to 12/31/2024
	Year 3:	01/01/2025 to 12/31/2025

Traditional					
Paper Claim Fees		\$2.50		Per Processed Paper Claim	
				plus the Base Admin. Fee	
Retail 30 Network: BROAD					
Brand Drugs	AWP minus	19.25%/19.35%/19.45%	plus	\$0.60/\$0.60/\$0.60	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	85.00%/85.25%/85.50%	plus	\$0.60/\$0.60/\$0.60	dispensing fee
Mail Service Pharmacy					
Brand Drugs	AWP minus	26.25%/26.25%/26.25%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	87.00%/87.25%/87.50%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Specialty - Exclusive w/ No Grace Fills Network					
Specialty Drugs - Aggregate Guarantee	AWP minus	21.00%/21.25%/21.50%	plus	\$0.00	dispensing fee
Rebates (Premium Formulary)					
Client Estimated Share	Greater of 100% or				
Retail 30 - Minimum	\$220 / \$250 / \$280	Per Net Paid Brand Claim			
Mail Service - Minimum	\$910 / \$980 / \$1,050	Per Net Paid Brand Claim			
Specialty - Minimum	\$3,800 / \$3,900 / \$4,000	Per Net Paid Brand Claim			

Generic Dispense Rate Guarantee

	Retail	Home Delivery
Year 1	89.00%	89.50%
Year 2	89.25%	89.75%
Year 3	89.50%	90.00%

For each channel referenced with a Generic Dispense Rate (GDR) guarantee above (i.e., retail and mail), the Generic Dispense Rate (GDR) guarantee means for any full Contract Year, the number of Prescription Claims for Generic Drugs, as adjusted below ("GDR Utilization") divided by the number of Prescription Claims for the Contract Year, as adjusted below ("Adjusted Total Prescription Claims"), i.e., $[GDR = GDR \text{ Utilization for Contract Year} / \text{Adjusted Total Prescription Claims for Contract Year}]$. The GDR guarantee will be expressed as a percentage GDR Utilization and Adjusted Total Prescription Claims will be adjusted by excluding (i) all Prescription Claims from the categories listed as exclusions to the discount and dispensing fee guarantees, and (ii) all Prescription Claims for Specialty Drugs (iii) any brand drugs dispensed when a brand is preferred over its generic alternative on the applicable Formulary

- To be eligible for the GDR guarantee, Client must comply with each of the following for each Client Benefit Plan:
1. maintain an average copayment differential between tier 1 and tier 2 Formulary products of \$15 or more.
 2. adopt the OptumRx Formulary referenced on Exhibit C without exceptions and implement all required clinical programs associated with the Formulary, and
 3. implement dispense as written penalties for DAW 2 claims for the majority of Members.

The GDR guarantee will be measured and reconciled for each channel referenced with a GDR guarantee in the table above in the aggregate on an annual basis. Overachievement in one channel may be used to offset underperformance in another channel. The penalty for failure to achieve a GDR guarantee for a Contract Year will be calculated as the product of.

$[\text{Adjusted Total Prescription Claims}] \times (\text{GDR guarantee} - \text{GDR achieved (each expressed as a percentage)}) \times (\text{average cost to Client for non-Specialty Brand Drugs for Contract Year} - \text{average Member Cost Share Amount} - \text{average applicable Rebate guarantee}) - (\text{average cost to Client for non-Specialty Generic Drugs for Contract Year} - \text{average Member Cost Share Amount})$

The final penalty shall never exceed more than \$1.50 per Member per Contract Year.

The GDR guarantee reporting will be provided in conjunction with the pricing discount and dispensing fee guarantee reporting.

The following pricing rates are only applicable to Milwaukee County Transit:

Traditional					
Base Administrative Fee				\$0.00/\$0.00/\$0.00	per Net Paid Claim
Paper Claim Fees				\$2.50	Per Processed Paper Claim plus the Base Admin. Fee
Retail 30 Network: BROAD					
Brand Drugs	AWP minus	19.25%/19.35%/19.45%	plus	\$0.60/\$0.60/\$0.60	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	85.00%/85.25%/85.50%	plus	\$0.60/\$0.60/\$0.60	dispensing fee
Retail 90 Network: WAG 90 Saver					
Brand Drugs	AWP minus	24.75%/24.75%/24.75%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	87.00%/87.25%/87.50%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Specialty - Exclusive w/ No Grace Fills Network					
Specialty Drugs - Aggregate Guarantee	AWP minus	21.00%/21.25%/21.50%	plus	\$0.00	dispensing fee

Rebates (Premium Formulary)	
Client Estimated Share	Greater of 100% or
Retail 30 - Minimum	\$220.00/\$250.00/\$280.00 Per Net Paid Brand Claim
Retail 90 - Minimum	\$910.00/\$980.00/\$1050.00 Per Net Paid Brand Claim
Walgreens90 Saver - Minimum	\$910.00/\$980.00/\$1050.00 Per Net Paid Brand Claim
Mail Service - Minimum	\$910.00/\$980.00/\$1050.00 Per Net Paid Brand Claim
Specialty - Minimum	\$3,800.00/\$3,900.00/\$4,000.00 Per Net Paid Brand Claim

C. PRICING TERMS

- Under the Traditional Pricing Model, Client shall pay the effective retail pharmacy rates as set forth above. These rates may differ from the amounts paid to the retail pharmacies and Administrator may retain the difference.
- The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.
- Only applicable only to Milwaukee County Transit:* Retail 90 pricing is for retail Claims with greater than 83 days' supply.
- Discounts are based on published AWP.
- Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a Network Pharmacy at the time of adjudication.
- Discount and dispensing fee guarantees are reconciled at the component level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee guarantees are not reconciled on an individual Claim basis. Excess discounts in one line-item category cannot be credited to another category for purposes of satisfying the guarantee applicable to the other category. Any credits due to Client relating to the discount guarantees set forth above shall be issued ninety (90) days after the measurement period.
- Administrator will have no obligation under any financial guarantees under the contract for the contract year (that is, each 12-month period following the Effective Date) in which Client terminates, if the portion of the contract year before the effective date of Client's termination is less than 12 full months.
- The effective overall Generic Drug discount rate includes MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.
- Only applicable only to Milwaukee County Transit: Walgreens90 Saver:* For the Walgreens90 Saver Network, Members may only obtain retail 90 Prescriptions Drugs at a Walgreens pharmacy or OptumRx's Home Delivery Pharmacy, with the exception that up to 2 (two) retail 30 Prescription Drug Claims ("Grace Fills") may be filled at any Network Pharmacy. Members shall be incentivized to use the Walgreens90 Saver Network through copayment design, with the exception of Grace Fills. All pricing guarantees for Walgreens90 Saver are contingent upon OptumRx's Home Delivery Pharmacy acting as the exclusive mail provider. Maintenance status of a Claim is defined by the Pricing Source maintenance indicator.
- Rebate guarantees exclude ineligible claims, such as claims with invalid service provider identification or prescription numbers; claims with an invalid submit date; claims with zero days supplied; claims with zero quantity; claims where the Plan is not the primary payer; claims for plans where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50 percent of the claim when evaluated in aggregate at the therapeutic class level; non-FDA approved products regardless of indication; products not covered by the Client's benefit design

or formulary; Grandfathered products for as long as the Client chooses to Grandfather; direct member submitted claims, claims for devices without a Prescription Drug component or claims that are not for Prescription Drugs (except for insulins or diabetic test strips); claims for re-packaged NDCs; stale dated claims over 180 days old; compounds; claims from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act, or claims from entities eligible for federal supply schedule prices (for example, Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, Indian Health Services); long term care facility claims; Medicaid Managed Care claims in states where the state law prohibits Administrator from collecting supplemental Rebates.

11. Usual & Customary Claims are included in the discount guarantees.
12. Zero balance Claims are included in the discount guarantees prior to the application of Member Cost-Sharing Amount.
13. "Single source generics" are Generic Drugs that have either recently come off patent and do not generate discounts traditionally delivered by Generic Drugs, or have an exclusive pharmaceutical manufacturer. "Non-MAC generics" are Generic Drugs where market conditions do not allow for MAC prices to be used. MAC Generic Drugs, Single source generics and Non-MAC generics will be included in the overall Generic drug guarantee.
14. Compound Prescription Drug shall be adjudicated using the standards in the most recent version of NCPDP guidelines which includes individual multi-ingredient pricing, the lower of U&C, MAC, or AWP minus and a dispensing fee of \$10. Multi-ingredient Compound Prescription Drugs filled through NCCP approved providers may also be charged a level of effort (LOE) compounding fee based on the Claim's LOE code.
15. Certain conditions such as pharmacies with "Most Favored Nations pricing" obligations, remote area pharmacies, in-house or Client-owned pharmacies, and Client requests for additions to a selected network may result in a rate change or differential with respect to the affected pharmacy(ies) that will be passed on to Client, plus an administrative fee.
16. Administrator may, from time to time, receive and retain reimbursement from pharmacies for its costs in connection with transmitting Claims and discounts on its own behalf from wholesalers and Drug Manufacturers as a purchaser of pharmaceutical products for its Home Delivery and Specialty Pharmacies.
17. Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate. No minimum charge shall apply for all Home Delivery orders.
18. Specialty guarantees cover both Claims filled at OptumRx Specialty Pharmacies and retail pharmacies, including all limited distribution products.
19. Non-specialty Claims filled at OptumRx Specialty Pharmacies are reconciled under the retail guarantees.
20. OptumRx Specialty Pharmacies shall be the exclusive specialty providers under this Agreement and Members will receive Specialty Drug Covered Prescription Services only from Administrator. Specialty Pharmacies and not any other retail, Home Delivery, or specialty pharmacy. Notwithstanding the foregoing, Limited Distribution Drugs not dispensed by Administrator's Specialty Pharmacy may be obtained from other Network Pharmacies. Under an exclusive arrangement, grace fills at retail will not be allowed. The Specialty Drug List will be provided to Client upon request and may be updated from time to time.
21. Newly introduced pharmaceutical products will be added to Administrator's systems and to Client's Prescription Drug coverage (provided the new product is in a category covered by the Client) promptly following receipt by Administrator from the Pricing Source. Newly FDA-approved Specialty products will be billed and reimbursed at the default rate of AWP – 14%.

22. Administrator will remit to Client 100.00% of the Rebates received by Administrator. Administrator guarantees that the Rebates remitted to Client during a contract year shall not be less than the per Net Paid Brand Claim Rebate amounts specified in the Rebate table above ("Guaranteed Rebate Amount"). In the event that the Rebates paid to Client during a contract year are less than the Guaranteed Rebate Amount, Administrator shall pay to Client, as an additional rebate from Administrator, the amount of such deficiency within 180 days following the end of the contract year. Administrator may withhold Rebates until this Agreement is signed.
23. Claims filled at multi-pack pharmacies, including Optum affiliated multi-pack pharmacies, are included in the Retail 30 guarantee
24. Compound Prescription Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, New to Market Limited Distribution Products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees.
25. "Rebate Credit" is a credit towards the achievement of the Rebate Guaranteed Amount. The Rebate Credit is applied in the event of a change impacting the level of rebates expected as a result of the availability of clinically comparable lower rebate drugs. The Rebate Credit is calculated as the difference in rebates between the originator brand product and rebates available on the new product (e.g. Biosimilar, an Authorized Brand Alternative, reduction of WAC on a Brand Drug subject to Rebates, launch of a lower cost Non-Generic Drug alternative). The intent of the Rebate Credit is to make the impact to the Rebate Guaranteed Amount neutral due to the Client's access of clinically comparable lower rebate drugs. The Rebate Credit does not apply to generics that launch after the Brand no longer has patent protection.
26. *Only applicable only to Milwaukee County:* Home Delivery Saver Plus : The retail Pharmacy Network discount and dispensing fee guarantees are contingent upon Client's adoption of OptumRx's Home Delivery Saver Plus program as follows: After two grace fills at retail, all retail 90 Prescription Drug Claims must be filled at one of OptumRx's Home Delivery Pharmacies. Any additional fills at retail will be paid for 100 percent by the Member.
27. Premium Rebates: The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of Administrator's Formulary, exclusions and utilization management programs. Clients must have a Rebate qualifying benefit design which includes a minimum of \$10 difference in member cost between preferred and non-preferred drugs, and that Members, after the deductible phase, must not be responsible for more than 50 percent of the ingredient cost (e.g. a 50% or more co-insurance plan).
28. New to market Limited Distribution Drugs will be excluded from specialty guarantees
29. Calculation of the Guaranteed Rebate Amount excludes ineligible Claims, such as:
 - Claims where the plan is not the primary payer;
 - vaccines;
 - Claims approved by formulary exception;
 - house generic Claims (DAW 5);
 - devices except for insulin pumps or diabetic test strips;
 - over the counter products;
 - Claims from 340B, long term care, or federal government pharmacies;
 - consumer card or discount card program Claims
 - or Prescription Claims otherwise not eligible for Rebates

30. The Guaranteed Rebate Amount is reconciled in the aggregate annually.
31. Administrator may adjust the Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if Client makes any change to its formulary, not initiated by Administrator, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by Administrator under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs or (c) if future Formulary changes reduce Rebates.
32. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement.
33. Administrator reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting Administrator's performance under the Agreement, including but not limited to: (a) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that makes Administrator's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, Authorized Brand Alternative Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates. For modifications or amendment made pursuant to (a), (b), or (c) above, Administrator agrees to modify the pricing in an equitable manner to preserve the financial interests of both parties and provide documentation that the revised pricing terms are equitable.
34. Administrator reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (d) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from Client's service selection; (e) a reduction of greater than 10% in the total number of Members from the number provided to Administrator during pricing negotiations upon which the financial provisions included in this Agreement are based; (f) any substantive change in Client's formulary, Member Cost Share, Benefit Plan design, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (g) Administrator is no longer the exclusive Specialty Pharmacy provider. For modifications or amendments made pursuant to (d), (e), (f), or (g), above, Client agrees to provide Administrator at least ninety (90) days' notice prior to making any changes. In the event the pricing needs to be modified, within forty-five (45) days of Client's notice, Administrator shall provide Client with any modified pricing to ensure Client is aware of pricing modifications prior to implementation.
35. The financial guarantees set forth in this exhibit are subject to all of the terms contained in this exhibit.
36. In the event of a discrepancy between this Exhibit and other provisions in this Agreement, the terms of this Exhibit will prevail.

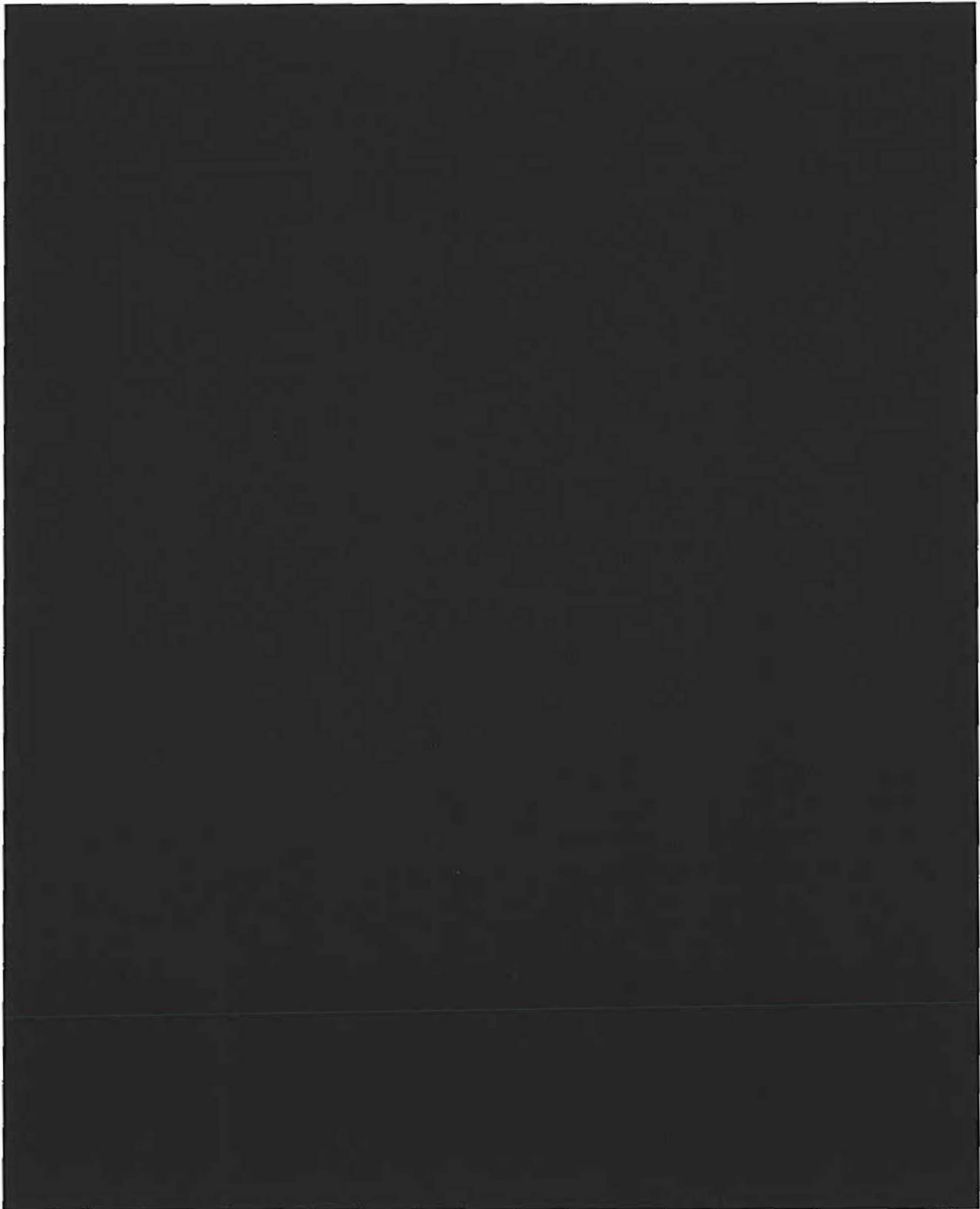
D. ADDITIONAL SERVICES

Certain services as indicated below are not included in the standard Administrative Fee and are available for an additional charge. This is not an inclusive list. Administrator may charge for any products or services not specifically represented herein. Clinical Services are listed in the most recently executed Clinical Documentation Form.

Additional Fees as Applicable	
Clinical Program Fees	Please refer to the Clinical Documentation Form for associated fees
Print Services and Fees	Print services and fees can be found on the Print Services Form which is signed by the Client.
Direct Member Reimbursement (DMR)	\$2.50 per processed paper claim plus the Administrative Fee
Ad-hoc Reporting	\$150 per hour, with a minimum of \$500
Manual Eligibility Maintenance	\$0.50 per record
ID cards - Subsequent mailings, replacements, or additional	\$2 per ID card plus postage, shipping and handling
Explanation of Benefits (EOB)	\$2 per EOB plus postage, shipping and handling
Custom Mailings	Production plus postage, shipping and handling
Retail Pharmacy Audit Administration	
· Onsite	25 percent of recovered amount
· Desktop	25 percent of recovered amount
Standard Reporting Tool (On-line Access / Reports)	Included for up to two users; \$150 per month for each additional user
Web Reporting Tool (On-line Access/Query)	Included for up to two users; \$250 per month for each additional user
Integrated Accumulator - Near Real Time Method	\$0.15 PMPM
Clinical Prior Authorizations:	
Prior authorization review service (technician / pharmacist review)	\$50
Prior authorization review service (state-mandated physician review)	\$135
Prior Authorization Appeals:	
Internal clinical appeal review service (pharmacist review)	\$180
Internal clinical appeal review service (physician review required)	\$350
External clinical appeal intake service	\$550

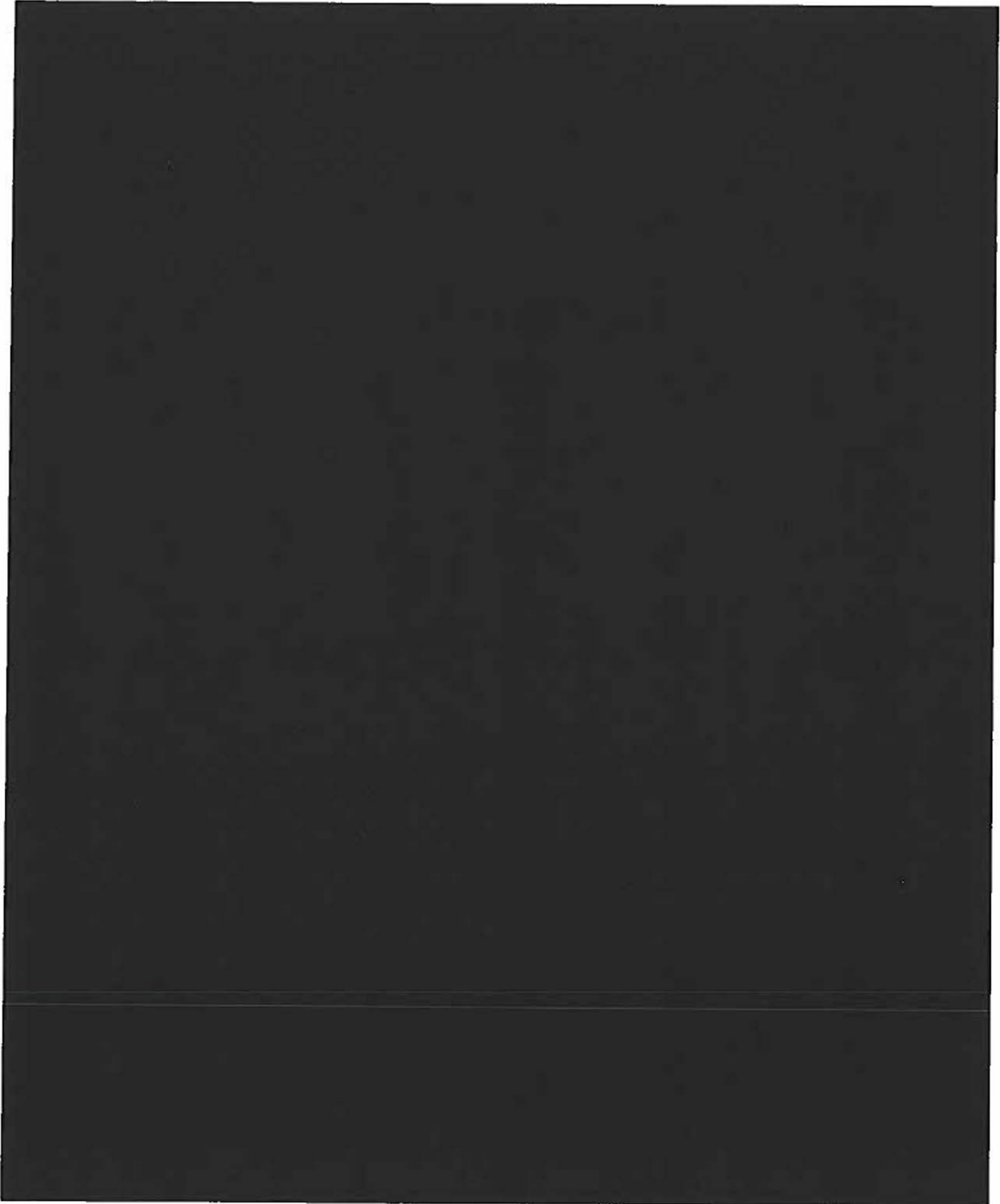
This is not an inclusive list. OptumRx may charge for any products or services not specifically represented herein.

Optum Rx®

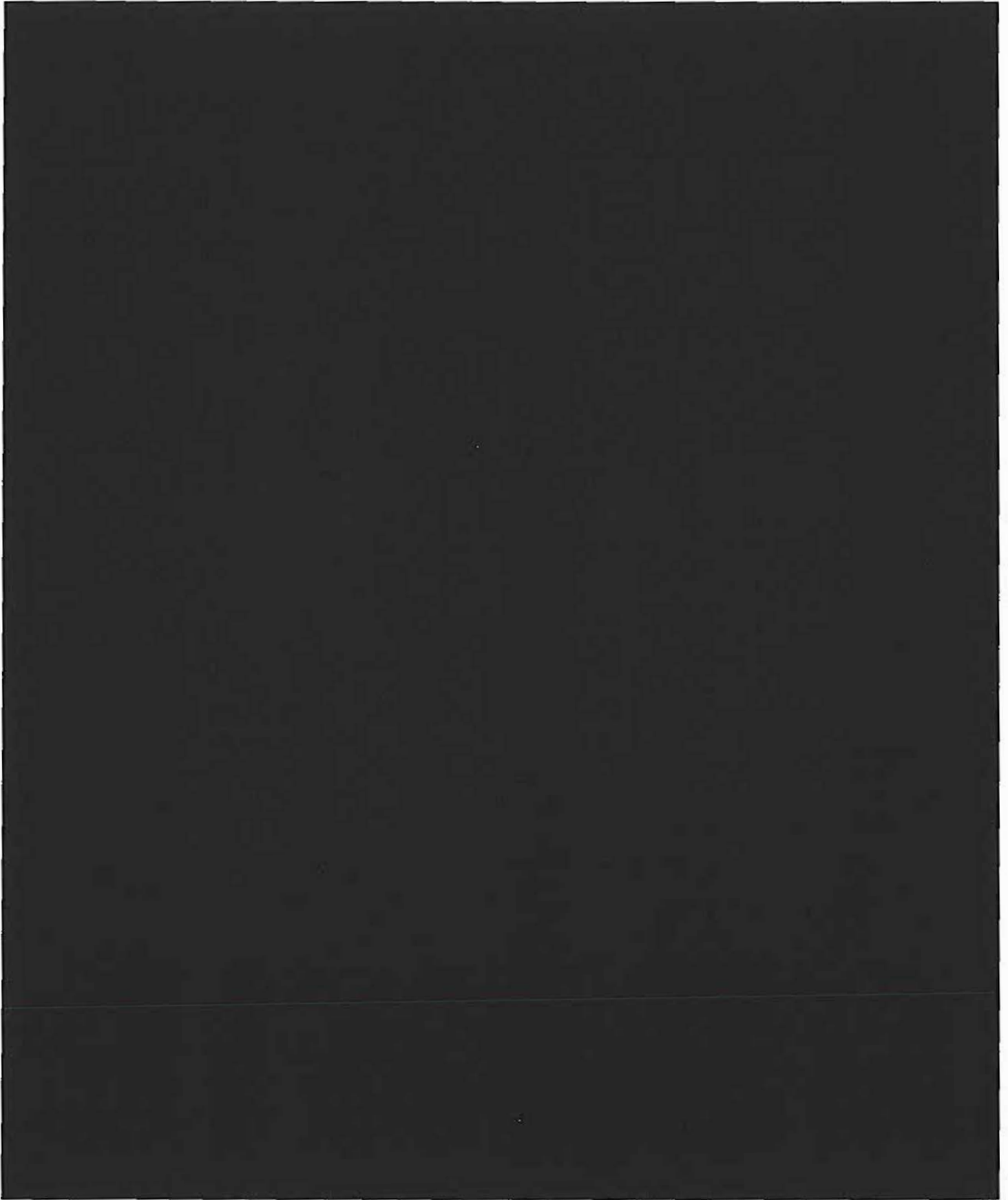


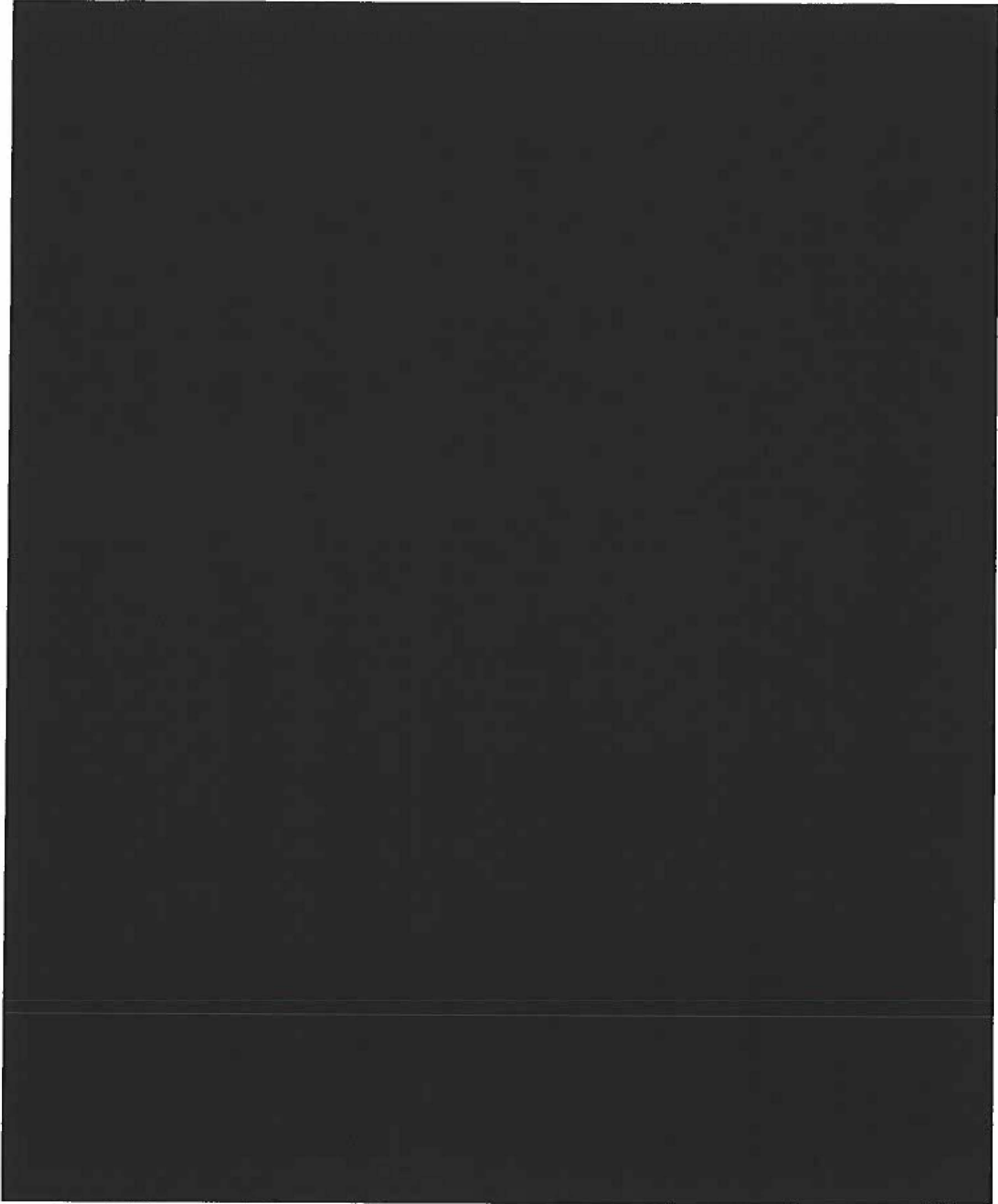
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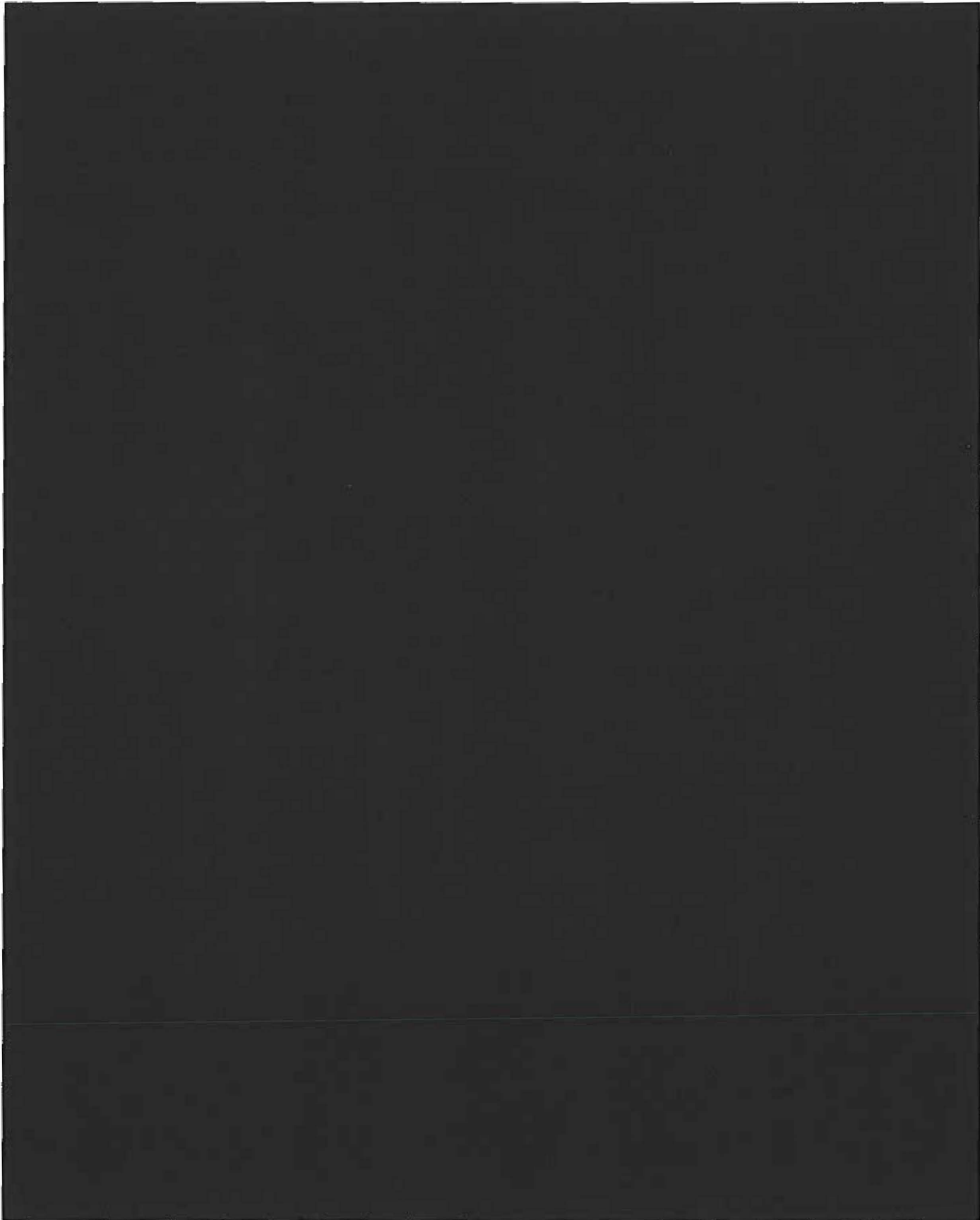


Optum Rx®

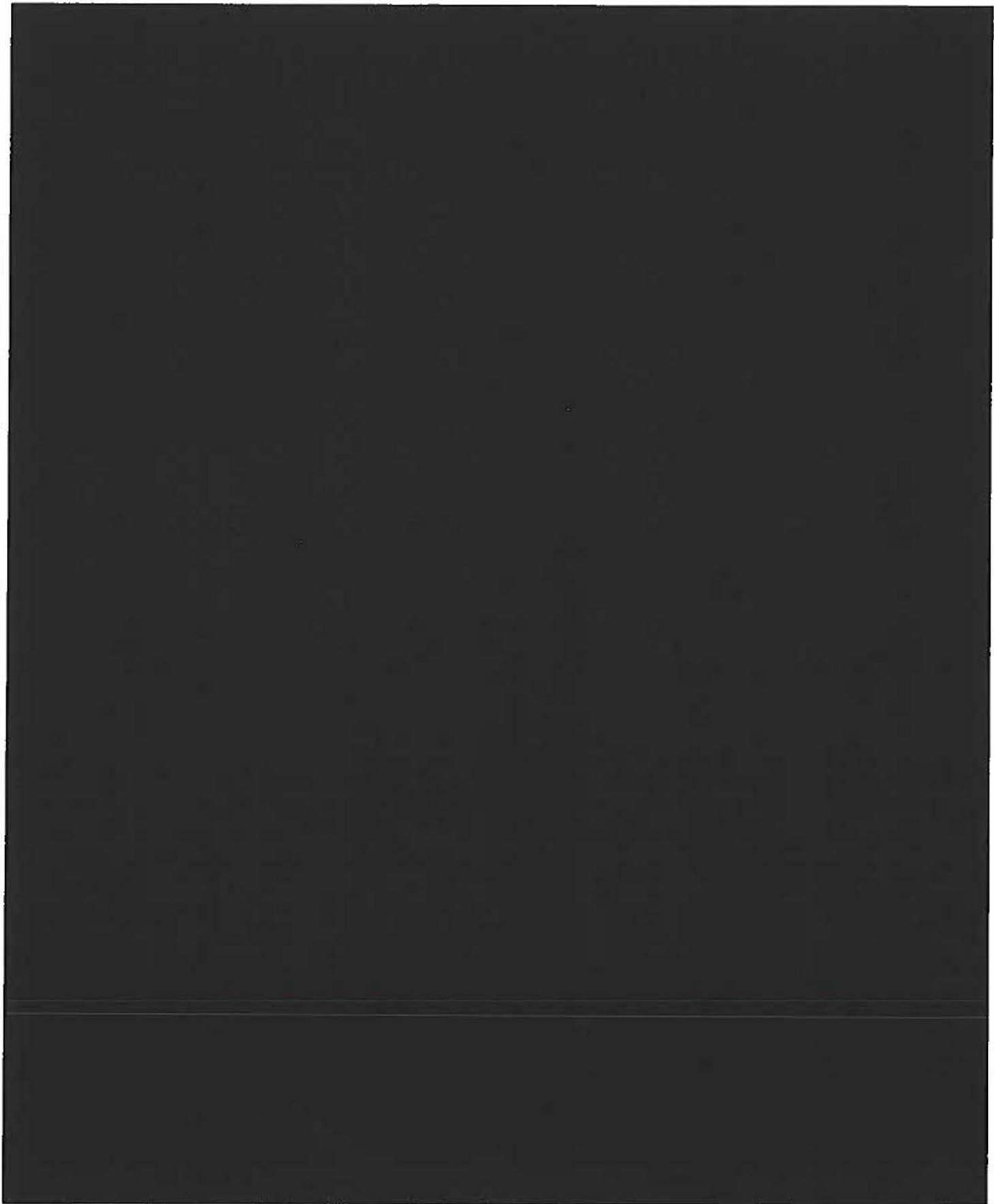




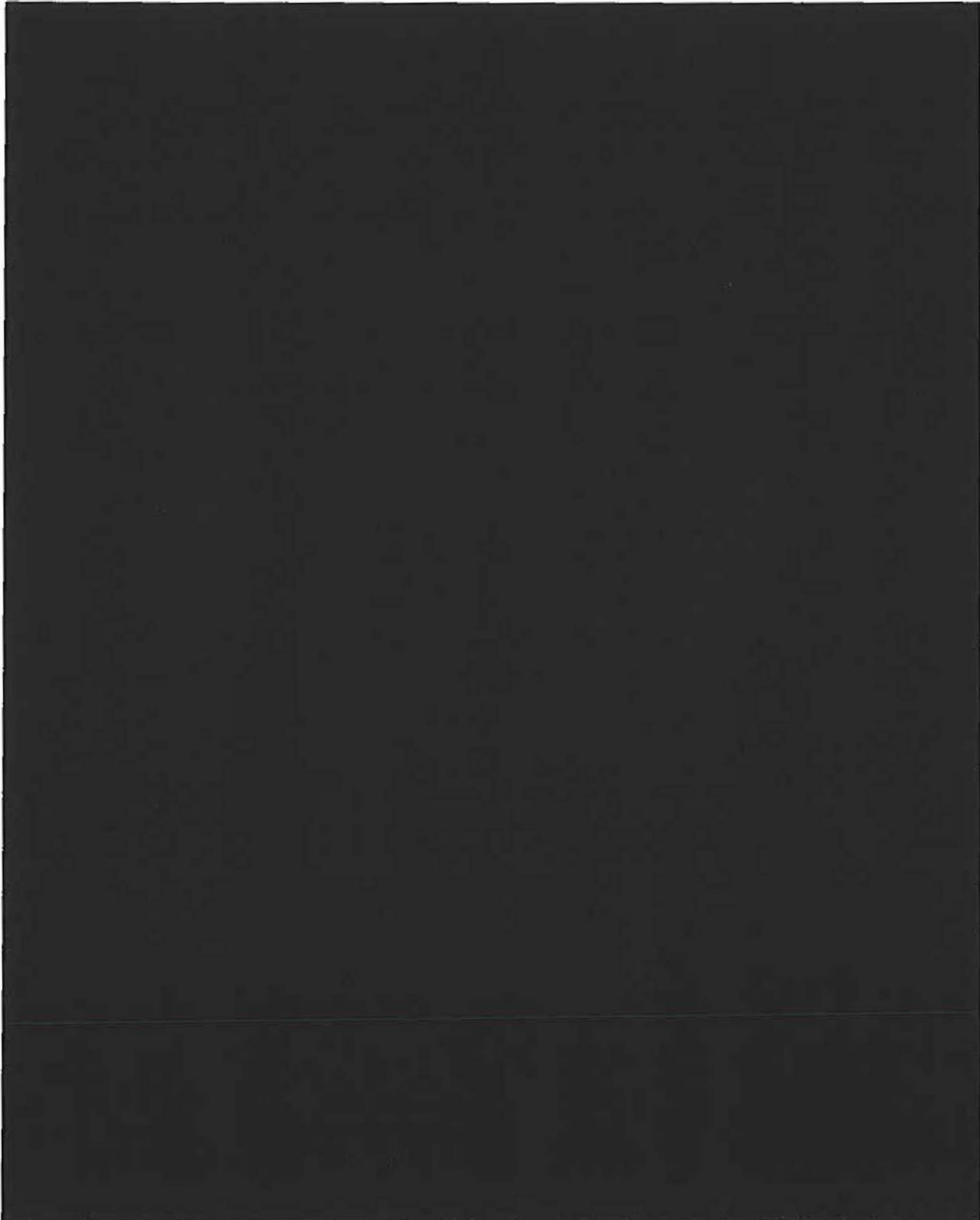
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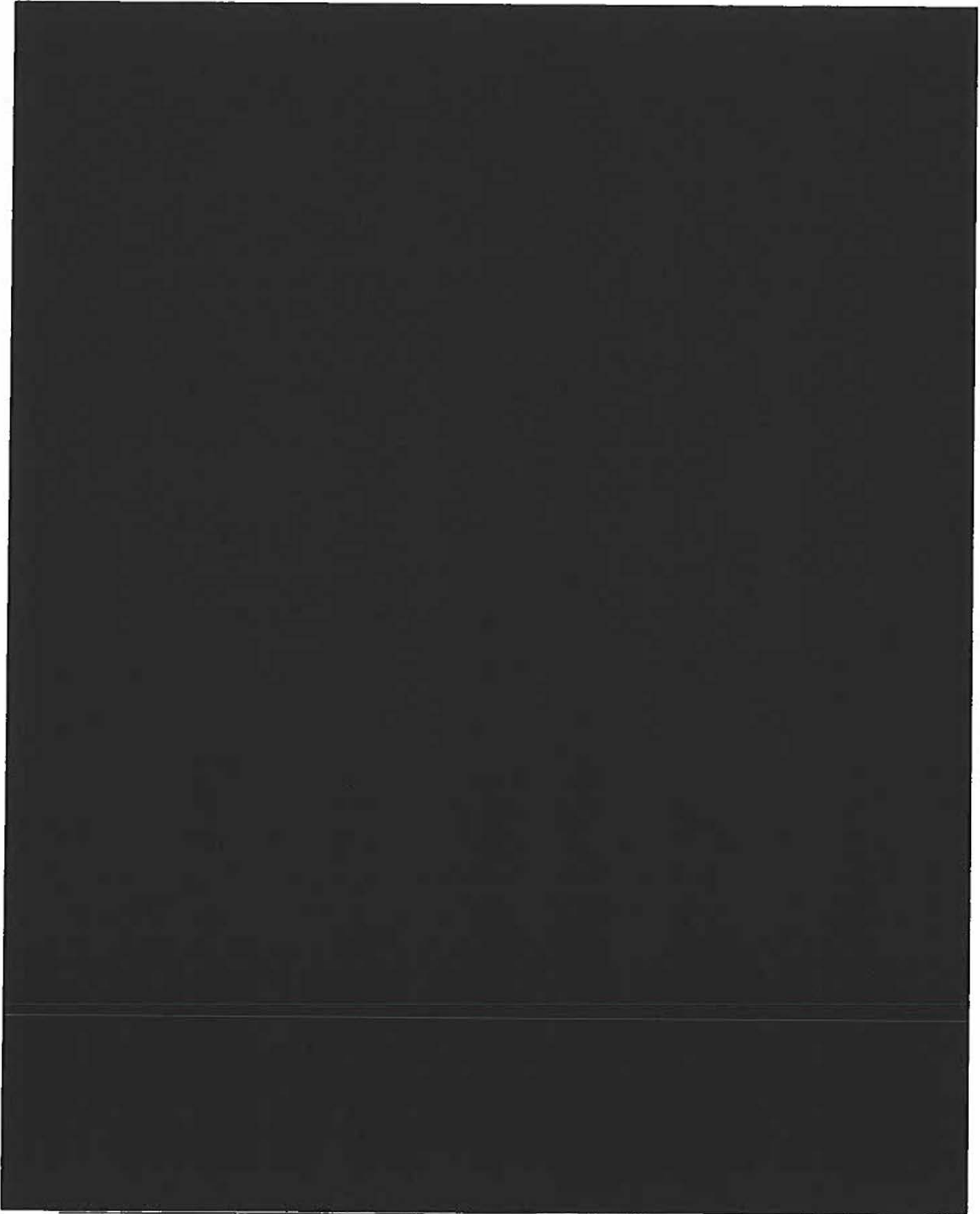
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Optum Rx



Optum Rx®



Optum Rx

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: Tony Maze DATE: 1/11/2023

NAME: Tony Maze

TITLE: Director, Benefits Administration

DEPARTMENT: Human Resources

United HealthCare Services, Inc.
FOR _____

BY: Bambi Kenney DATE: 2/7/2023

NAME: Bambi Kenney

TITLE: Associate Contract Manager

TAXPAYER ID No.: 0000

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: Adam J. Nelson DATE: 1/17/2023

Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Lamont Robinson DATE: 1/27/2023

Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: [Signature] DATE: 1/26/2023

Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: David Farwell DATE: 1/17/2023

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: _____ DATE: 1/28/2023

David Crowley, County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: David Farwell DATE: 1/30/2023

Corporation Counsel
Office of Corporation Counsel

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

REVIEWED BY MILWAUKEE
COUNTY TRANSIT SYSTEM:

FOR Optum Rx _____ :

BY: Sandy Kellner _____ DATE: 2/6/2023
NAME: Sandy Kellner
TITLE: Chief Administration Officer

BY: Kathryn Carey _____ DATE: 2/15/2023
NAME: Kathryn Carey
TITLE: CFO
TAXPAYER ID No: n/a



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare AccountsCSS@marsh.com Fax: 212-948-1307	CONTACT NAME: Enterprise Risk Financing & Insurance PHONE (A/C No. Ext.): (952) 936-1650 FAX (A/C No.): 888-299-6422 E-MAIL ADDRESS: es@uhg.com														
CN101631729-ALL-GAWUP-22-24	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : XL Specialty Insurance Company	37885	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :	
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INSURED UNITEDHEALTHCARE SERVICES INC C/O UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343															

COVERAGES CERTIFICATE NUMBER: CHI-010167203-01 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY315405-24	05/01/2022	05/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 2,500</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP.OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 2,500	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP.OP AGG	\$ 4,000,000		\$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	UB-6R864629-22-NC-T (AOS) UB-6R80648A-22-NC-R (MA & WI) HWXJUB-472M4779-TIL-22 (XWC OH) (SIR \$2M - XWC OH)	05/01/2022	05/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E L EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E L DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E L DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E L EACH ACCIDENT		\$ 2,000,000	E L DISEASE - EA EMPLOYEE		\$ 2,000,000	E L DISEASE - POLICY LIMIT		\$ 2,000,000		
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E L DISEASE - POLICY LIMIT		\$ 2,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CONTRACT#: UHC E&I 714852 - MILWAUKEE COUNTY
 THE GENERAL LIABILITY AND UMBRELLA LIABILITY POLICIES INCLUDE A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS

CERTIFICATE HOLDER MILWAUKEE COUNTY COURTHOUSE, ROOM 210, 901 NORTH 9TH STREET, MILWAUKEE, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Marsh USA Inc.</i></div>
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TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Tony Maze Phone: 278-4326 Date: 10/20/22
Email Address tony.maze@milwaukeecountywi.gov Dept: HR Grant \$\$: _____ Org No. 1950

PROJECT INFORMATION

Project Name: Milwaukee County Medical Benefit Coverage Project No.: _____

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

The administration of medical benefit coverage is primarily automated and executed internally large vendors. Outsourcing or subcontracting is generally not practical or permissible under such an arrangement. It would not be possible for DBE firms to respond as potential prime contractors. UHC agrees to foster opportunity by utilizing DBE firms for supplies/services that are not specifically/exclusively related to Milwaukee County's contracted services.

Contracting Opportunities (List NAICS codes): 541211 Bookkeeping & 541618 Business Consulting Services

TYPE OF PROJECT

Contract Value: \$ 240,000,000 Contract Type: Professional Services

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. Contract Extension/Amendment
- G. Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other _____

Department/Division Administrator Name Tony L Maze Signature Tony Maze Date 1/11/2023

CBDP USE ONLY

Concur with Recommendation x, or provide the following goals: x %

This contract is exempt from a participation goal: Yes No

Approved: Lamont Robinson Date: 1/27/2023

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R6 <i>See procedures in: Notes below (hover over red triangles) and Forms Library Contracts</i>													
Check one: <input checked="" type="checkbox"/> Preliminary Form <i>Print this completed form as a pdf. Upload the pdf to DocuSign when circulating any contract or amendment for signatures.</i>													
<input type="checkbox"/> Corrected Form <i>Date of correction: [] Upload corrections to DocuSign</i>													
CONTRACT TYPE (select from one dropdown box below)						Next step (depending on the Type you selected)							
OTHER (please type in this field to specify) (Procurement Contract Types)						Medical contract and the County pays differently <i>Enter as a Requisition in Infor. Circulate the Contract in DocuSign with this 1684 form.</i>							
OTHER (please type in this field to specify) (no transaction)						Tracking system may interface with Infor. Circulate the Contract in DocuSign with this form <i>No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.</i>							
OTHER (please type in this field to specify) (only revenue transaction)						No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.							
CONTRACT SUBTYPE (select from dropdown box below)						INFOR CONTRACT NO. <i>if applicable</i>							
ADMINISTRATION						NA							
CONTRACT CLASSIFICATION & AGENCY NAME (select from dropdown box below)						ADVANTAGE CONTRACT NO. <i>if applicable</i>							
194 COUNTY WIDE NON-DEPT													
CONTRACT SUBCLASSIFICATION (LOW ORG.) (select from dropdown box below)						DEPARTMENT'S INTERNAL CONTRACT NO. <i>if applicable</i>							
1950 Employee Fringe Benefits													
SUPPLIER or other party to the contract						SUPPLIER'S or other party's ADDRESS							
Optum						9800 Health Care Lane							
SUPPLIER TAX ID		SUPPLIER #		COMMODITY CODE <small>or list by Line below</small>		NEW or		AMEND		Minnnetonka, MN 55353			
39-2739571		80553		85-10-17-00		X							
EFFECTIVE DATES			LENGTH OF CONTRACT			AMENDMENT ONLY			DOLLAR				
<small>effective date</small>			<small>expiration date</small>			<small>(IN MONTHS)</small>			<small>CHANGE</small>				
1/1/2023			12/31/2025			36			Estimated 18,000,000				
ACCOUNTING INFORMATION													
Year to be Encumbered or Earned	Line No.	Commodity Code	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description 1	Item Description 2	Amount to be Encumbered or Earned
2023	01	85-10-17-00	194	1950	54026					0001			Variable
2024	01	85-10-17-00	194	1950	54026					0001			Variable
2025	01	85-10-17-00	194	1950	54026					0001			Variable
NAME OF CONTRACT													
2023-2025 Fee for Services Agreement Optum RX													
DESCRIPTION (PURPOSE OF CONTRACT)													
2022-2025 Fee for services contract pre-medicare RX I benefit administration. This amount also includes MCTS fees as well. DocuSign Envelope 1e6cf472-7423-4937-8da6-a40c3b9dcf40													
Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one													
<input checked="" type="checkbox"/> If YES, attach and list Legistar File No. or Mental Health Board Agenda Item: <u>22-1065</u> Date Approved or Reviewed: <u>12/15/22</u>													
<input type="checkbox"/> If NO, why is Board approval not required? <u>Please select from this dropdown list (or type another exemption)</u>													
Does this contract require payment before services are rendered? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.</i>													
Will this contract be fully signed before work is performed? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO													
Is Supplier certified as: DBE? <input type="checkbox"/> YES MBE? <input type="checkbox"/> YES WBE? <input type="checkbox"/> YES SBE? <input type="checkbox"/> YES													
Jennifer Mueller			01/10/23			HR Analyst							
Prepared By			Date			Title							
<i>Jennifer Mueller</i>			1/11/2023			Director, Benefits Administration							
Signature of person with signature card authority						Date							
<i>Print this page as a pdf. Upload that pdf to DocuSign. Use DocuSign to obtain the Signature of the person with signature card authority</i>													

CONTRACT FORM 1684 R6 See procedures in: <i>Notes below (hover over red triangles)</i> and Forms Library/Contracts													
Check one <input checked="" type="checkbox"/> Preliminary Form <i>Print this completed form as a pdf. Upload the pdf to DocuSign when circulating any contract or amendment for signatures.</i>													
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OTHER (please type in this field to specify) (only revenue transaction)						No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form							
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194 COUNTY WIDE NON-DEPT													
CONTRACT SUBCLASSIFICATION (LOW ORG.) (select from dropdown box below)						DEPARTMENT'S INTERNAL CONTRACT NO. if applicable							
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SUPPLIER TAX ID	SUPPLIER #	COMMODITY CODE (or list by Line below)	NEW or	AMEND	Minnetonka, MN 55353								
39-2739571	80553	85-10-17-00	X										
EFFECTIVE DATES			LENGTH OF CONTRACT			AMENDMENT ONLY		DOLLAR		TOTAL CONTRACT AMOUNT			
effective date		expiration date	(IN MONTHS)			CHANGE							
1/1/2023		12/31/2025	36							Estimated 240,000.000			
ACCOUNTING INFORMATION													
Year to be Encumbered or Earned	Line No	Commodity Code	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description 1	Item Description 2	Amount to be Encumbered or Earned
2023	01	85-10-17-00	194	1950	54026					0001			Variable
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2023-2025 Fee for Services Agreement United Healthcare & Optum RX													
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2022-2025 Fee for services contract pre-medicare medical benefit administration. This amount also includes professional service admin fees. DocuSign Envelope 1e6cf472-7423-4937-8da6-a40c3b9dcf40													
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Jennifer Mueller		01/10/23			HR Analyst								
Prepared By		Date			Title								
Dana Mase		1/11/2023			Director, Benefits Administration								
Signature of person with signature card authority Date Title													
Print this page as a pdf. Upload that pdf to DocuSign. Use DocuSign to obtain the Signature of the person with signature card authority.													

File 22-1065

From the Director of Benefits & HR Metrics, Department of Human Resources, requesting authorization for a three-year extension with UnitedHealthcare and Optum Rx for Third Party Administrative (TPA) services for Milwaukee County and Milwaukee County Transit System (MCTS) medical and pharmacy plans through December 31, 2025.

File #:	22-1065 - Version 1	Name:	UHC and Optum Rx Contract Base Report
Type:	Action Report	Status:	Signed
File created:	11/21/2022	In control:	County Clerk
On agenda:		Final action:	12/15/2022

Title: From the Director of Benefits & HR Metrics, Department of Human Resources, requesting authorization for a three-year extension with UnitedHealthcare and Optum Rx for Third Party Administrative (TPA) services for Milwaukee County and Milwaukee County Transit System (MCTS) medical and pharmacy plans through December 31, 2025.

Attachments: 1. [22-1065 \(REPORT\)](#), 2. [22-1065 RESOLUTION](#), 3. [22-1065 FISCAL NOTE](#), 4. [22-1065 COUNTY BOARD RESOLUTION](#)

Related files: 147(5, 16-459, 19-93)

Date	Time	From	To	Subject	Action	Meeting	Video
12/09/2022	10:00 AM	County Executive	CLERK		Action details	Meeting details	Video
12/09/2022	10:00 AM	Milwaukee County Board of Supervisors			Action details	Meeting details	Video
12/09/2022	10:00 AM	Committee on Finance		RECOMMENDED FOR ADOPTION	Action details	Meeting details	Video
12/09/2022	10:00 AM	Board of Supervisors		ADOPTED	Action details	Meeting details	Video

41 [22-1065](#) From the Director of Benefits & HR Metrics, Department of Human Resources, requesting authorization for a three-year extension with UnitedHealthcare and Optum Rx for Third Party Administrative (TPA) services for Milwaukee County and Milwaukee County Transit System (MCTS) medical and pharmacy plans through December 31, 2025.

- Attachments:** [22-1065 REPORT](#), [22-1065 RESOLUTION](#), [22-1065 FISCAL NOTE](#), [22-1065 COUNTY BOARD RESOLUTION](#)

A motion was made by Supervisor Sumner that this Action Report be ADOPTED. The motion PREVAILED by the following vote.

Aye: 17 - Alexander, Burqelis, Clancy, Coqas-Jones, Johnson Jr., Loqsdon, Martin, Martinez, Shea, Staskunas, Sumner, Taylor (St), Taylor (17), Vincent, Wasserman, Zerpa and Nicholson

Excused: 1 - Rolland

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. and Milwaukee County ("Customer"), Contract No. 714852, and is effective on January 1, 2020 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Milwaukee County

United HealthCare Services, Inc.

DocuSigned by:
B: Tony Maze
Signature
Tony Maze
Print Name _____

DocuSigned by:
B: Holly Durinick
Signature
Holly Durinick
Print Name _____

Print Title Director Benefits Administration

Print Title Regional Contract Manager

Date 10/30/2019

Date 12/24/2019

The Administrative Services Agreement is amended as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Effective January 1, 2020, Section 4.2 – Benefit Determinations and Appeals is amended by the addition of the following subsection:

Catastrophic Events.

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

Effective January 1, 2020, Section 4.6 is amended to describe the Maternity Program which is in full force and effect, as follows:

Maternity Program. United, through United's affiliate, will provide a maternity program to eligible Participants. This is a maternity wellness program designed to provide Participants with personal guidance and support. This program may include access to: dedicated maternity nurses experienced in high-risk pregnancies and premature births, pregnancy consultations; support for special health care needs; customized maternity education materials and integration with other applicable care management programs United provides to Customer as set forth in this Agreement.

Effective January 1, 2020, NurseLine program, which is in full force and effect, will transition to 24/7 Access to Care.

Effective January 1, 2020, any reference to recovery services in Section 4.10 Claim Recovery Services, Section 4.11 Third Party Liability Recovery, Section 4.12 General Provisions Applicable to Sections 4.10 and 4.11, Section 4.4 Abuse and Fraud Management, and Section 4.13 Abuse and Fraud Management, each as applicable, are removed and replaced in their entirety a new Section 4.10 Claim Recovery Services as follows:

Section 4.10 Claim Recovery Services. United will provide recovery services for Overpayments and other Plan recovery opportunities as described herein. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Overpayments. United utilizes generally-accepted auditing protocols to identify Overpayments. United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Fraud, Waste, and Abuse Management. United will provide services related to detection, and recovery of wasteful, abusive, and/or fraudulent claims. United's Fraud, Waste, and Abuse Management processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Fraud, Waste, and Abuse Management services to Customer and to United's other customers. Services include all work to identify recovery opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any

particular level of prevention, detection, or recovery. United agrees to perform Fraud, Waste, and Abuse Management services pursuant to the industry standards for such services.

Credit Balance Recovery. United utilizes on-site resources to perform hospital and/or facility audits to review, validate, and recover credit balances (dollars) existing on patient accounts to identify any recoverable amounts.

Hospital Bill Audit. United utilizes on-site resources (registered/licensed nurses and/or certified coders) to perform in-depth reviews of hospital bills. Auditors will conduct line by line comparisons of itemized bills to the medical records to ensure billing accuracy and identify any recoverable amounts.

Subrogation. United will provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" or "Subrogation". Customer will not engage any entity except United to provide the services described in this Section without United's prior approval.

Advanced Analytic Recovery Services. United will use large scale analytics, information, and analysis to identify post-adjudication claims for additional recovery opportunities.

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

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

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.10.

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

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

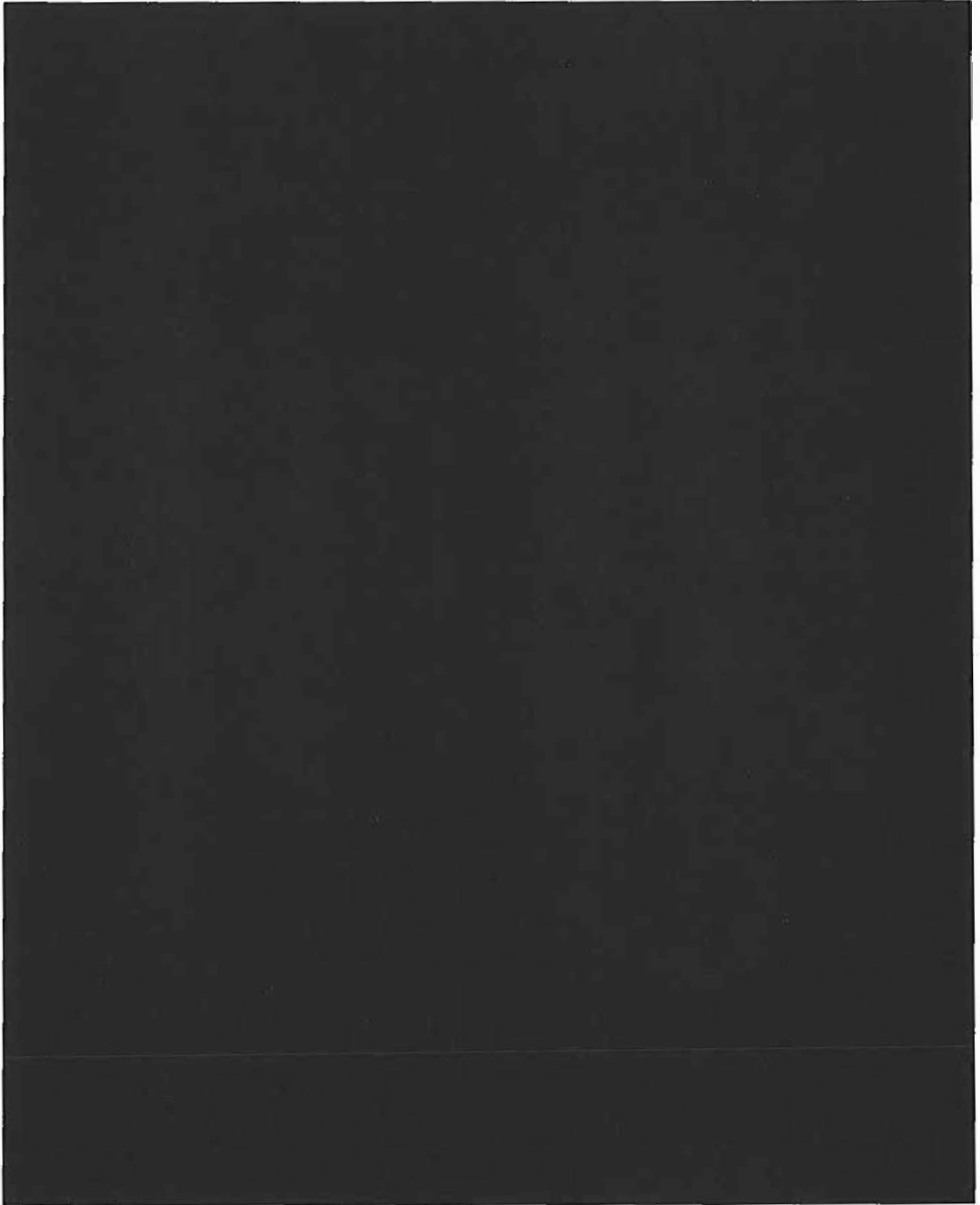
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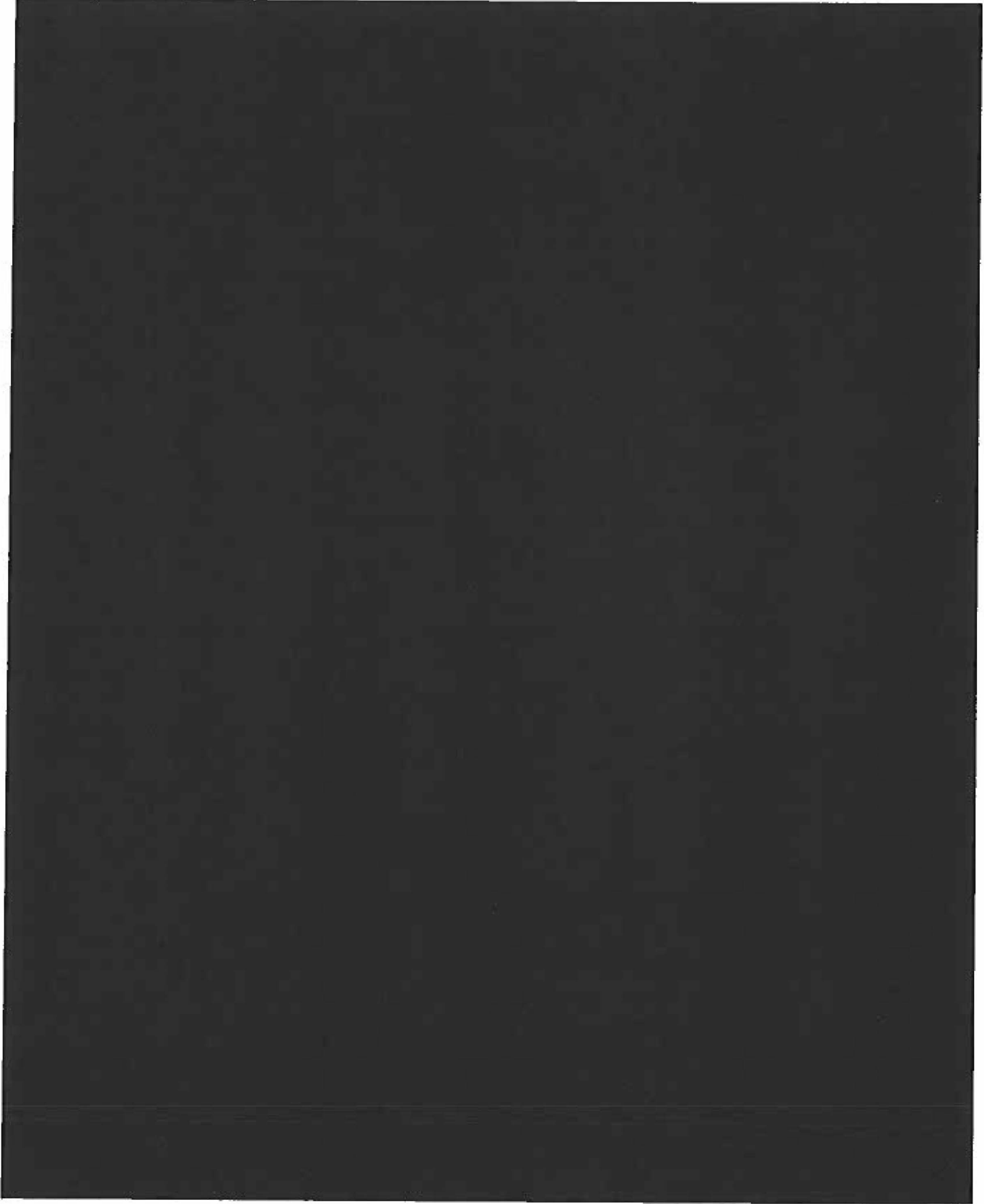
Offsetting Process. In some instances, United may be able to obtain an Overpayment recovery by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments. In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process in no way impact the decision as to whether or not a benefit is payable under the Plan. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the designated representative for the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

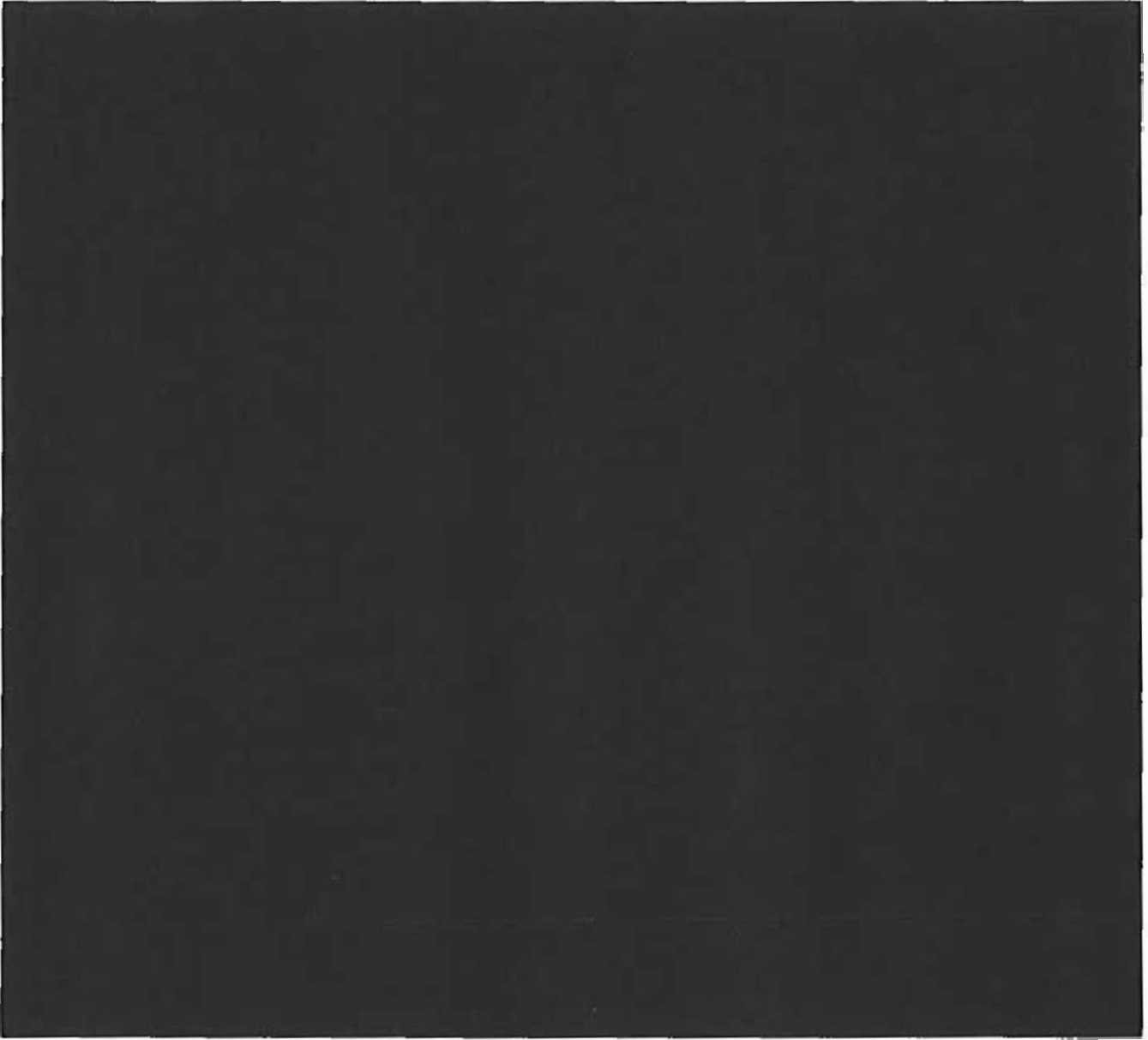
Recovery Fees. Customer will be charged a fee for the services described in this Section 4-10. That fee is set forth in Exhibit A- Fees.

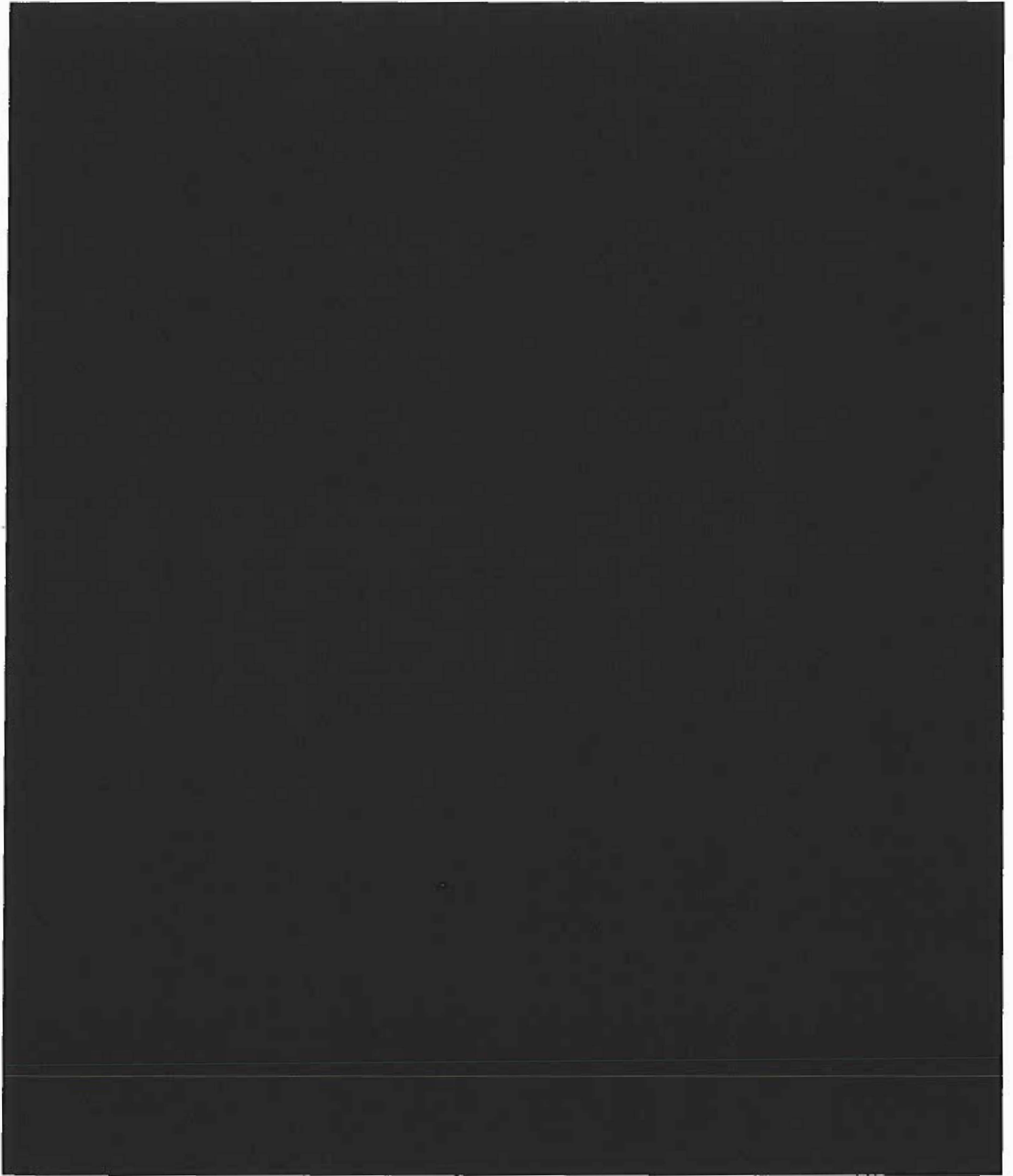


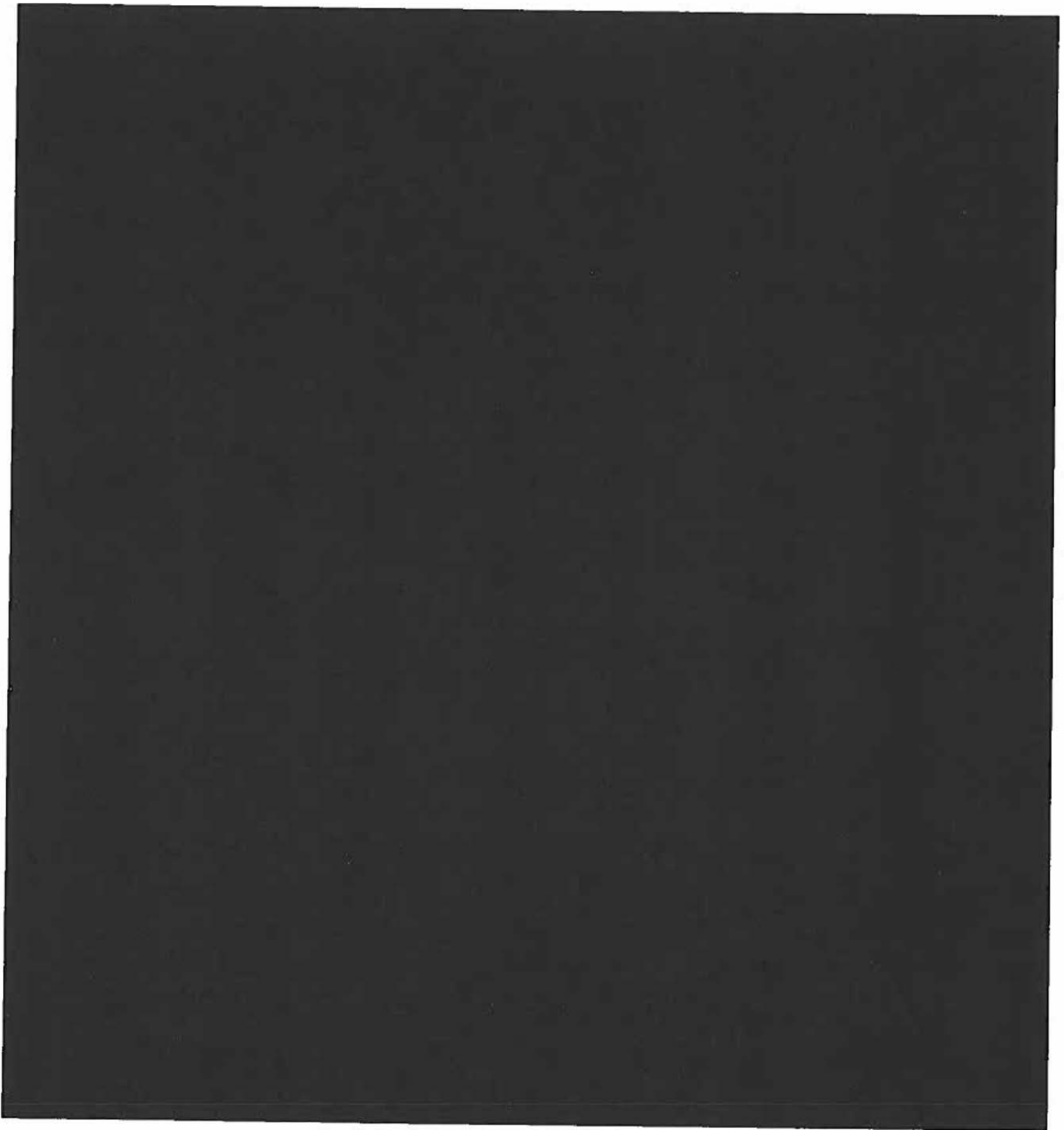














CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 333 SOUTH 7TH STREET, SUITE 1400 MINNEAPOLIS, MN 55402-2427 Attn: Healthcare.Accounts@marsh.com Fax: 212-948-1307	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : XL Specialty Insurance Company	37885	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
CN101631729-GAWX5-18-20 INSURED UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343															

COVERAGES **CERTIFICATE NUMBER:** CHI-008757955-03 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCLR GEN L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY313281	05/01/2018	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON OWNED AUTOS ONLY			MWTB313284	05/01/2018	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCLR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$			US00075258L119A	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HC2JUB472M475519 (AOS)	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER
C				HRJUB472M476719 (MA & WI)	05/01/2019	05/01/2020	E L EACH ACCIDENT \$ 2,000,000
C				HWXJUB472M477919 (XWC OH)	05/01/2019	05/01/2020	E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE GENERAL LIABILITY POLICY INCLUDES A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS

CERTIFICATE HOLDER UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINN08 T425 MINNETONKA, MN 55343	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Tony Maze Phone: 278-4326 Date: 10/29/19
Email Address tony.maze@milwaukeecountywi.gov Dept: HR Grant \$\$: _____ Org No. 1950

PROJECT INFORMATION

Project Name: Milwaukee County Medical Benefit Coverage Project No.: _____

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

The administration of medical benefit coverage is primarily automated and executed internally large vendors. Outsourcing or subcontracting is generally not practical or permissible under such an arrangement. It would not be possible for DBE firms to respond as potential prime contractors. UHC agrees to foster opportunity by utilizing DBE firms for supplies/services that are not specifically/exclusively related to Milwaukee County's contracted services.
Contracting Opportunities (List NAICS codes): 541211 Bookkeeping & 541618 Business Consulting Services

TYPE OF PROJECT

Contract Value: \$ 240,000,000 Contract Type: Professional Services

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. ¹Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. ²Contract Extension/Amendment
- G. ³Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. ⁴Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other _____

Department/Division Administrator Name Tony L Maze Signature Tony Maze Date 10/30/2019

CBDP USE ONLY

Concur with Recommendation , or provide the following goals: _____ %

This contract is exempt from a participation goal: Yes No

Approved: Lamont Robinson Date: 11/1/2019

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

PROFESSIONAL SERVICE CONTRACT 1684 R4e

INSTRUCTIONS: (Type or Print Form)
 Mail to: Accounts Payable, Courthouse - Room 301 and Community Business Development Partners, City Campus - 8th Floor
 Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures

DEPARTMENT NAME: Human Resources
 AGENCY NO: 194
 DEPARTMENT (HIGH) ORG NO: 1950

VENDOR INFORMATION

VENDOR NO: 80553
 ORDER TYPE: []
 NEW or AMEND: X
 CONTRACT NO: []

NAME OF VENDOR: UHC
 ADDRESS: 9800 Health Care Lane, Minnetonka, MN 55353

TAX ID NO	EFFECTIVE DATES		LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	begin date	end date			
39-2739571	01/01/20	12/31/22	36		\$240,000,000

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2020	01	0001	194	1950			5398				Variable
2021	01	0001	194	1950			5398				Variable
2022	01	0001	194	1950			5398				Variable

PURPOSE OF CONTRACT

Fee for services contract for pre-medicare medical benefit administration. The total enrolled population and claims utilization will determine the amount spent each year of the contract

Was County Board approval received prior to contract execution or contract amendment or extension?
 If YES, give County Board File No. 14-705 Date Approved 09/18/14
 If NO, why is County Board approval not required? _____

Was Corp Counsel, DBD Division and Risk Management approval received prior to execution of contract? YES NO
 Was Contract executed prior to work being performed? YES NO
 Is Vendor a certified professional service DBE? YES NO

Prepared By: Tony L Maze Date: 10/29/19 Title: Director, Benefits Administration
 DocuSigned by: Tony Maze Date: 10/29/19 Title: Director, Benefits Administration
 County Administrator

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

BY: DocuSigned by: Tony Maze DATE: 10/30/2019
NAME: Tony Maze

TITLE: Director Benefits Administration

DEPARTMENT: Human Resources

FOR United HealthCare Services, Inc.

BY: DocuSigned by: Holly Durinick DATE: 12/24/2019
NAME: Holly Durinick

TITLE: Rgional Contract Manger

TAXPAYER ID No.: 39-2739571

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: DocuSigned by: Chris Luttrell DATE: 11/4/2019
NAME: Chris Luttrell
Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: DocuSigned by: Lamont Robinson DATE: 11/1/2019
NAME: Lamont Robinson
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: DocuSigned by: [Signature] DATE: 12/20/2019
NAME: [Signature]
Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: DocuSigned by: David Farwell DATE: 11/4/2019
NAME: David Farwell
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: DocuSigned by: [Signature] DATE: 12/20/2019
NAME: [Signature]
County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: DocuSigned by: David Farwell DATE: 12/20/2019
NAME: David Farwell
Corporation Counsel
Office of Corporation Counsel

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

**REVIEWED BY MILWAUKEE
COUNTY TRANSIT SYSTEM:**

DocuSigned by:
B *Rick Ceschin* _____ DATE: 11/7/2019
ADDITIONAL SIGNATURE
NAME: Rick Ceschin
TITLE: Director
DEPARTMENT: Human Resources

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Milwaukee County ("Customer"), Contract No. 714852, and is effective on January 1, 2015 unless otherwise specified.


Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.


Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Milwaukee County

By 
Authorized Signature
Print Name Matthew Henschel
Print Title Director of Fiscal Resources
Date 4/20/17

United HealthCare Services, Inc.

By 
Authorized Signature
Print Name Holly D. Smith
Print Title Regional Contract Manager
Date 2/1/17

Renewal 4Q 2014

The Administrative Services Agreement is amended on January 1, 2015 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

As of the Effective Date, United will no longer provide HIPAA Certificates of Creditable Coverage. Any such reference to United providing such service is hereby deleted from the Agreement in its entirety.

As of the Effective Date, United will no longer provide Pharmacy Benefit services for Milwaukee Transit Service. Any such reference to United providing such service is hereby deleted from the Agreement in its entirety.

Section Section 4.4 Managed Care Network Services. of the Agreement is amended by the addition of the following subsection:

Value Based Contracting Program.

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

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

EXHIBIT A - SERVICE FEES

Contract Number 714852

The following financial terms are effective for the period January 1, 2015 through December 31, 2017.

The following financial terms are effective for the period January 1, 2015 through December 31, 2015.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 11,648 enrolled Employees.

- \$29.51 per Employee per month for Milwaukee County.
- *\$32.59 per Employee per month for Milwaukee Transit Service (MTS).

*includes Care24 administration

Average Contract Size: 1.93

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months	Fee for United's services, equal to thirty-five percent (35%) of the amount of reductions obtained through United's efforts.
Shared Savings Program	Customer will pay a fee equal to thirty-five percent (35%) of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
Advanced Analytics and Recovery Services	Fee equal to twenty-four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 10 total reviews per year, a fee of \$500 will apply per review.
OptumHealth EAP for Milwaukee County	\$1.64 per Employee per month

Other Payments – Milwaukee Transit Service (MTS) Commission Funds

MTS has requested Us to pay certain broker or vendor commissions or fees ("Commission Funds") on its behalf. The Commission Funds shall be set by MTS, and paid on a monthly basis until We receive written instructions from MTS to cease making the monthly payment. In connection therewith, MTS has determined to pay these Commission Funds to Us monthly along with Our monthly administration fee and authorizes Us to forward payment of the Commission Funds directly to the broker or vendor. MTS will provide Us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The Commission Funds are not subject to any Performance Standards, if applicable. The decision to pay Commission Funds to a third party (i.e., broker), and responsibility for funding such payments, are MTS'. You represent that the fees or commissions MTS is directing Us to pay hereunder are reasonable compensation for administrative services provided by the third party to the Plan.

Monthly Commission Payment to MTS' Broker, Willis of Wisconsin as Directed by MTS:

MTS has agreed to pay \$2.00 PSPM in commission to Willis. The calculation of this fee will be 1,936 MTS subscribers x \$2.00 = \$3,872 in commission to be paid per month for each month in 2015.

The following financial terms are effective for the period January 1, 2016 through December 31, 2016.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 7,038 enrolled Employees.

- \$30.01 per Employee per month for Milwaukee County
- *\$33.27 per Employee per month for Milwaukee Transit Service (MTS).
*includes Care24 administration

Average Contract Size: 2.24

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months	Fee for United's services, equal to thirty-five percent (35%) of the amount of reductions obtained through United's efforts.
Shared Savings Program	Customer will pay a fee equal to thirty-five percent (35%) of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken
Advanced Analytics and Recovery Services	Fee equal to twenty-four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 10 total reviews per year, a fee of \$500 will apply per review.
OptumHealth LAP for Milwaukee County	\$1.64 per Employee per month

Other Payments – Milwaukee Transit Service (MTS) Commission Funds

MTS has requested Us to pay certain broker or vendor commissions or fees (“Commission Funds”) on its behalf. The Commission Funds shall be set by MTS, and paid on a monthly basis until We receive written instructions from MTS to cease making the monthly payment. In connection therewith, MTS has determined to pay these Commission Funds to Us monthly along with Our monthly administration fee and authorizes Us to forward payment of the Commission Funds directly to the broker or vendor. MTS will provide Us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The Commission Funds are not subject to any Performance Standards, if applicable. The decision to pay Commission Funds to a third party (i.e., broker), and responsibility for funding such payments, are MTS’. You represent that the fees or commissions MTS is directing Us to pay hereunder are reasonable compensation for administrative services provided by the third party to the Plan.

Monthly Commission Payment to MTS’ Broker, Willis of Wisconsin as Directed by MTS:

MTS has agreed to pay \$2.00 PSPM in commission to Willis. The calculation of this fee will be 1,936 MTS subscribers x \$2.00 = \$3,872 in commission to be paid per month for each month in 2016.

The following financial terms are effective for the period January 1, 2017 through December 31, 2019.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 6,923 enrolled Employees.

- \$30.70 per Employee per month for Milwaukee County.
- *\$33.90 per Employee per month for Milwaukee Transit Service (MTS)
 - *includes Care24 administration

Average Contract Size: 2.22

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.	Fee for United's services, equal to thirty-five percent (35%) of the amount of reductions obtained through United's efforts
Shared Savings Program	Customer will pay a fee equal to thirty-five percent (35%) of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
Advanced Analytics and Recovery Services	Fee equal to twenty-four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 10 total reviews per year, a fee of \$500 will apply per review
OntumHealth EAP for Milwaukee County	\$1.64 per Employee per month

Other Payments – Milwaukee Transit Service (MTS) Commission Funds

MTS has requested Us to pay certain broker or vendor commissions or fees (“Commission Funds”) on its behalf. The Commission Funds shall be set by MTS, and paid on a monthly basis until We receive written instructions from MTS to cease making the monthly payment. In connection therewith, MTS has determined to pay these Commission Funds to Us monthly along with Our monthly administration fee and authorizes Us to forward payment of the Commission Funds directly to the broker or vendor. MTS will provide Us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The Commission Funds are not subject to any Performance Standards, if applicable. The decision to pay Commission Funds to a third party (i.e., broker), and responsibility for funding such payments, are MTS’. You represent that the fees or commissions MTS is directing Us to pay hereunder are reasonable compensation for administrative services provided by the third party to the Plan.

Monthly Commission Payment to MTS’ Broker, Willis of Wisconsin as Directed by MTS:

MTS has agreed to pay \$2.00 PSPM in commission to Willis. The calculation of this fee will be 1,936 MTS subscribers x \$2.00 = \$3,872 in commission to be paid per month.

EXHIBIT B – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B). (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2015 and ending on December 31, 2017 (each twelve month period is a "Guarantee Period"). With respect to the aspects of our performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

United reserves the right from time to time to replace any report or change the format of any report referenced in these guarantees. In such event, the guarantees will be modified to the degree necessary to carry out the intent of the parties. United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

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

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

January 1, 2015 and ending on December 31, 2015

Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	

Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		

Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%		

Member Phone Service

Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.

Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		

Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score using our standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year, may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$26,929
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with United Healthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$26,929
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

NETWORK PROVIDER DISCOUNTS

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2015 through 12/31/2015 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Less Than 45.3%	10.0%
15.3% - 46.3%	8.0%
46.3% - 47.3%	6.0%
47.3% - 48.3%	4.0%
48.3% - 49.3%	2.0%
Greater Than 49.3%	0.0%

We agree to reimburse MILWAUKEE COUNTY the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees).

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions*:

Employees enrolled in a UnitedHealthcare Choice Network	6,326
Target Network Savings Percentage (Illustrative)	52.3%
Risk Free Corridor	3.0%

For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.

Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance; (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.

We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.

Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.

Mental Health/Substance Abuse claims are excluded.

The table below provides the in-network savings for those markets with the largest number of employees based on the MI WAUKEE COUNTY network match. These savings will be utilized to determine MI WAUKEE COUNTY's final Target In-Network Savings Percentage based on actual enrollments by market.

MI WAUKEE	6,102	96.5%	52.4%
Other	224	3.5%	49.5%
Total/Average*	6,326	100.0%	52.3%

Groups added by MI WAUKEE COUNTY after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 5,700 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

The benefits requested and/or quoted change prior to or after the effective date of this quotation.

An award is not made within 90 days of the issuance of this quotation.

Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

January 1, 2016 and ending on December 31, 2016

Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
Criteria	Time to process, in business days or less after receipt of claim	business days 10
Level	Standard claim operations reports	
Period	Site Level	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent.	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%	

Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50%		
	2.51% - 3.00%		
	3.01% - 3.50%		
	3.51% - 4.00%		
	Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00%		
	90.99% - 89.00%		
	88.99% - 87.00%		
	86.99% - 85.00%		
	Below 85.00%		

Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year, may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1-1-2016 through 12-31-2016 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Less Than 44.7%	10.0%
44.7% - 45.7%	8.0%
45.7% - 46.7%	6.0%
46.7% - 47.7%	4.0%
47.7% - 48.7%	2.0%
Greater Than 48.7%	0.0%

We agree to reimburse MILWAUKEE COUNTY the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees)

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions*:

Employees enrolled in a UnitedHealthcare Choice Network	5,883
Target Network Savings Percentage (Illustrative)	51.7%

- Risk Free Corridor 3.0%

For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others

- Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts

- We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.

Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination

Mental Health/Substance Abuse claims are excluded

The table below provides the in-network savings for those markets with the largest number of employees based on the MILWAUKEE COUNTY network match. These savings will be utilized to determine MILWAUKEE COUNTY's final Target In-Network Savings Percentage based on actual enrollments by market

MILWAUKEE	5,675	96.5%	51.8%
Other	208	3.5%	49.8%
Total/Average*	5,883	100.0%	51.7%

Groups added by MILWAUKEE COUNTY after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network

A minimum of 5,299 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this quotation.
- An award is not made within 90 days of the issuance of this quotation.
- Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

January 1, 2017 and ending on December 31, 2017

Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%	

Member Phone Service			
<p>Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.</p>			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50%		
	2.51% - 3.00%		
	3.01% - 3.50%		
	3.51% - 4.00%		
	Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00%		
	90.99% - 89.00%		
	88.99% - 87.00%		
	86.99% - 85.00%		
	Below 85.00%		

Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year, may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2017 through 12/31/2017 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Less Than 44.7%	10.0%
44.7% - 45.7%	8.0%
45.7% - 46.7%	6.0%
46.7% - 47.7%	4.0%
47.7% - 48.7%	2.0%
Greater Than 48.7%	0.0%

We agree to reimburse MILWAUKEE COUNTY the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees).

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions:

Employees enrolled in a UnitedHealthcare Choice Network	5,655
Target Network Savings Percentage (Illustrative)	51.7%

Risk Free Corridor

1.0%

For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.

Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance; (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.

We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.

Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.

Mental Health Substance Abuse claims are excluded.

The table below provides the in-network savings for those markets with the largest number of employees based on the MILWAUKEE COUNTY network match. These savings will be utilized to determine MILWAUKEE COUNTY's final Target In-Network Savings Percentage based on actual enrollments by market.

MILWAUKEE	5,451	96.4%	51.9%
Other	204	3.6%	48.5%
Total/Average*	5,655	100.0%	51.7%

Groups added by MILWAUKEE COUNTY after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 5,290 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this quotation.
- An award is not made within 90 days of the issuance of this quotation.
- Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

Certificate Of Completion

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Source Envelope:
Document Pages: 38 Signatures: 14
Certificate Pages: 6 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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Envelope Originator:
Jennifer Mueller
633 W. Wisconsin Ave.
Suite 901
Milwaukee, WI 53203
jennifer.mueller@milwaukeecountywi.gov
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Tony Maze
tony.maze@milwaukeecountywi.gov
Director Benefits Administration
Security Level: Email, Account Authentication (None)

Signature

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Electronic Record and Signature Disclosure:

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Rick Ceschin
RCeschin@mcts.org
Director
Human Resources
Security Level: Email, Account Authentication (None)

DocuSigned by
Rick Ceschin

Signature Adoption: Pre-selected Style
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Lamont Robinson
lamont.robinson@milwaukeecountywi.gov
Procurement Compliance Analyst
Milwaukee County
Signing Group: Community Business Development Partners
Security Level: Email, Account Authentication (None)

DocuSigned by
Lamont Robinson

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

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Electronic Record and Signature Disclosure:

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David Farwell
David.Farwell@milwaukeecountywi.gov
Assistant Corporation Counsel
Milwaukee County
Signing Group: Corporation Counsel
Security Level: Email, Account Authentication (None)

DocuSigned by
David Farwell

Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Signer Events

Not Offered via DocuSign

Scott Manske - Comptroller
comptrollersignature@milwaukeecountywi.gov
Comptroller
Milwaukee County
Security Level: Email, Account Authentication (None)

Signature



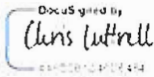
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Electronic Record and Signature Disclosure:
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Chris Luttrell
Chris.Luttrell@milwaukeecountywi.gov
Director, Risk Management
Milwaukee County
Signing Group: Risk Management
Security Level: Email, Account Authentication (None)

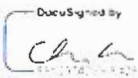


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Chris Abele, County Executive
CEXSignature@milwaukeecountywi.gov
County Executive
Milwaukee County
Security Level: Email, Account Authentication (None)

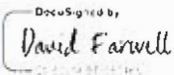


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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

David Farwell
David.Farwell@milwaukeecountywi.gov
Assistant Corporation Counsel
Milwaukee County
Signing Group: Corporation Counsel
Security Level: Email, Account Authentication (None)

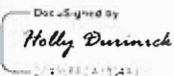


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Signed: 12/20/2019 4:18:37 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Holly Durinck
Holly_m_durinck@uhc.com
Regional Contract Manager
Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

- | | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP |

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

Certificate Of Completion

Envelope Id: 1E6CF472742349378DA6A40C3B9DCF40

Status: Completed

Subject: Please DocuSign Rev 2023-2025 Fee for Svcs Agreement United Healthcare & Optum RX 1950-Fringe Ben

Source Envelope:

Document Pages: 83

Signatures: 18

Envelope Originator:

Certificate Pages: 7

Initials: 0

Jennifer Mueller

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelope Stamping: Enabled

Suite 901

Time Zone (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

jennifer.mueller@milwaukeecountywi.gov

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jennifer.mueller@milwaukeecountywi.gov

Signer Events

Tony Maze

Tony.Maze@milwaukeecountywi.gov

Director, Benefits Administration

Milwaukee County

Security Level: Email, Account Authentication (None)

Signature

Tony Maze

Timestamp

Sent: 1/11/2023 11:52:03 AM

Viewed: 1/11/2023 11:53:47 AM

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ID: f3704686-c5db-440c-bbbe-3f92ff55573a

Lamont Robinson

lamont.robinson@milwaukeecountywi.gov

Director, CBDP

Milwaukee County

Signing Group: Community Business Development Partners

Security Level: Email, Account Authentication (None)

Lamont Robinson

Sent: 1/11/2023 11:54:40 AM

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Using IP Address: 204.194.251.3

Electronic Record and Signature Disclosure:

Accepted: 3/11/2022 1:45:06 PM

ID: be35eacc-f2fa-4b7c-8e88-b25355c2d517

David Farwell

David.Farwell@milwaukeecountywi.gov

Assistant Corporation Counsel

Milwaukee County

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication (None)

David Farwell

Sent: 1/11/2023 11:54:41 AM

Viewed: 1/17/2023 9:41:20 AM

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Comptroller

comptrollersignature@milwaukeecountywi.gov

Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Comptroller

Sent: 1/11/2023 11:54:42 AM

Viewed: 1/26/2023 10:46:12 AM

Signed: 1/26/2023 2:28:43 PM

Signature Adoption: Uploaded Signature Image

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Signer Events

Adam J. Abelson
Adam.Abelson@milwaukeecountywi.gov
Director of Risk Management
Signing Group: Risk Management
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

County Executive David Crowley
David.Crowley@milwaukeecountywi.gov
Milwaukee County Executive
Milwaukee County
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

David Farwell
David.Farwell@milwaukeecountywi.gov
Assistant Corporation Counsel
Milwaukee County
Signing Group: Corporation Counsel
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Sandy Kellner
skellner@mcts.org
Chief Administration Officer
MCTS
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

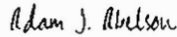
Bambi Kenney
Bambi_Paltani@uhc.com
Associate Contract Manager
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Accepted: 2/6/2023 7:44:36 PM ID: 7e78366b-e120-466e-8947-196f1d671648

Kathryn Carey
Kathryn.carey@optum.com
CFO
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Accepted: 2/15/2023 12:23:13 PM ID: 64775f21-df3c-4d45-8ae1-2a6ee17eb3d2

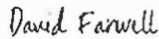
Signature



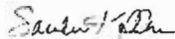
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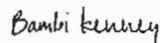
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Signed using mobile



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Signature Adoption: Drawn on Device
Using IP Address: 12.195.119.122



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Signature Adoption: Pre-selected Style
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Timestamp

Sent: 1/11/2023 11:54:42 AM
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Viewed: 1/28/2023 9:22:45 AM
Signed: 1/28/2023 9:22:54 AM

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Viewed: 1/30/2023 10:24:48 AM
Signed: 1/30/2023 10:24:55 AM

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Resent: 2/6/2023 11:33:20 AM
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Viewed: 2/6/2023 12:08:06 PM
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Viewed: 2/6/2023 7:44:36 PM
Signed: 2/7/2023 6:57:48 PM

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Signed: 2/15/2023 12:24:31 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Joseph Lamers
Joseph.Lamers@milwaukeecountywi.gov
Budget Director
Milwaukee County
Security Level: Email, Account Authentication (None)

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NICOLE LUCKMAN
Nicole.Luckman@milwaukeecountywi.gov
Benefit Manager
Milwaukee County
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ID: 277c9bf9-4872-4c44-b14a-76b235e8006d

Procurement
procurementapprovalrequest@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked
Certified Delivered Security Checked
Signing Complete Security Checked
Completed Security Checked

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2/6/2023 11:33:19 AM
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2/6/2023 12:07:01 PM
2/15/2023 12:23:13 PM
2/15/2023 12:24:31 PM
2/15/2023 12:24:46 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. and Milwaukee County ("Customer"), Contract No. 714852, and is effective on January 1, 2020 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Milwaukee County

United HealthCare Services, Inc.

DocuSigned by:
B Tony Maze
1E14879339D436 signature
Print Name Tony Maze

DocuSigned by:
B Holly Durinick
CC495FPCA3354A3 attire
Print Name Holly Durinick

Print Title Director Benefits Administration

Print Title Regional Contract Manager

Date 10/30/2019

Date 12/24/2019

The Administrative Services Agreement is amended as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Effective January 1, 2020, Section 4.2 – Benefit Determinations and Appeals is amended by the addition of the following subsection:

Catastrophic Events.

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

Effective January 1, 2020, Section 4.6 is amended to describe the Maternity Program which is in full force and effect, as follows:

Maternity Program. United, through United's affiliate, will provide a maternity program to eligible Participants. This is a maternity wellness program designed to provide Participants with personal guidance and support. This program may include access to: dedicated maternity nurses experienced in high-risk pregnancies and premature births; pregnancy consultations; support for special health care needs; customized maternity education materials and integration with other applicable care management programs United provides to Customer as set forth in this Agreement.

Effective January 1, 2020, NurseLine program, which is in full force and effect, will transition to 24/7 Access to Care.

Effective January 1, 2020, any reference to recovery services in Section 4.10 Claim Recovery Services, Section 4.11 Third Party Liability Recovery, Section 4.12 General Provisions Applicable to Sections 4.10 and 4.11, Section 4.4 Abuse and Fraud Management, and Section 4.13 Abuse and Fraud Management, each as applicable, are removed and replaced in their entirety a new Section 4.10 Claim Recovery Services as follows:

Section 4.10 Claim Recovery Services. United will provide recovery services for Overpayments and other Plan recovery opportunities as described herein. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Overpayments. United utilizes generally-accepted auditing protocols to identify Overpayments. United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Fraud, Waste, and Abuse Management. United will provide services related to detection, and recovery of wasteful, abusive, and/or fraudulent claims. United's Fraud, Waste, and Abuse Management processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Fraud, Waste, and Abuse Management services to Customer and to United's other customers. Services include all work to identify recovery opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any

particular level of prevention, detection, or recovery. United agrees to perform Fraud, Waste, and Abuse Management services pursuant to the industry standards for such services.

Credit Balance Recovery. United utilizes on-site resources to perform hospital and/or facility audits to review, validate, and recover credit balances (dollars) existing on patient accounts to identify any recoverable amounts.

Hospital Bill Audit. United utilizes on-site resources (registered licensed nurses and/or certified coders) to perform in-depth reviews of hospital bills. Auditors will conduct line by line comparisons of itemized bills to the medical records to ensure billing accuracy and identify any recoverable amounts.

Subrogation. United will provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" or "Subrogation". Customer will not engage any entity except United to provide the services described in this Section without United's prior approval.

Advanced Analytic Recovery Services. United will use large scale analytics, information, and analysis to identify post-adjudication claims for additional recovery opportunities.

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

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

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.10.

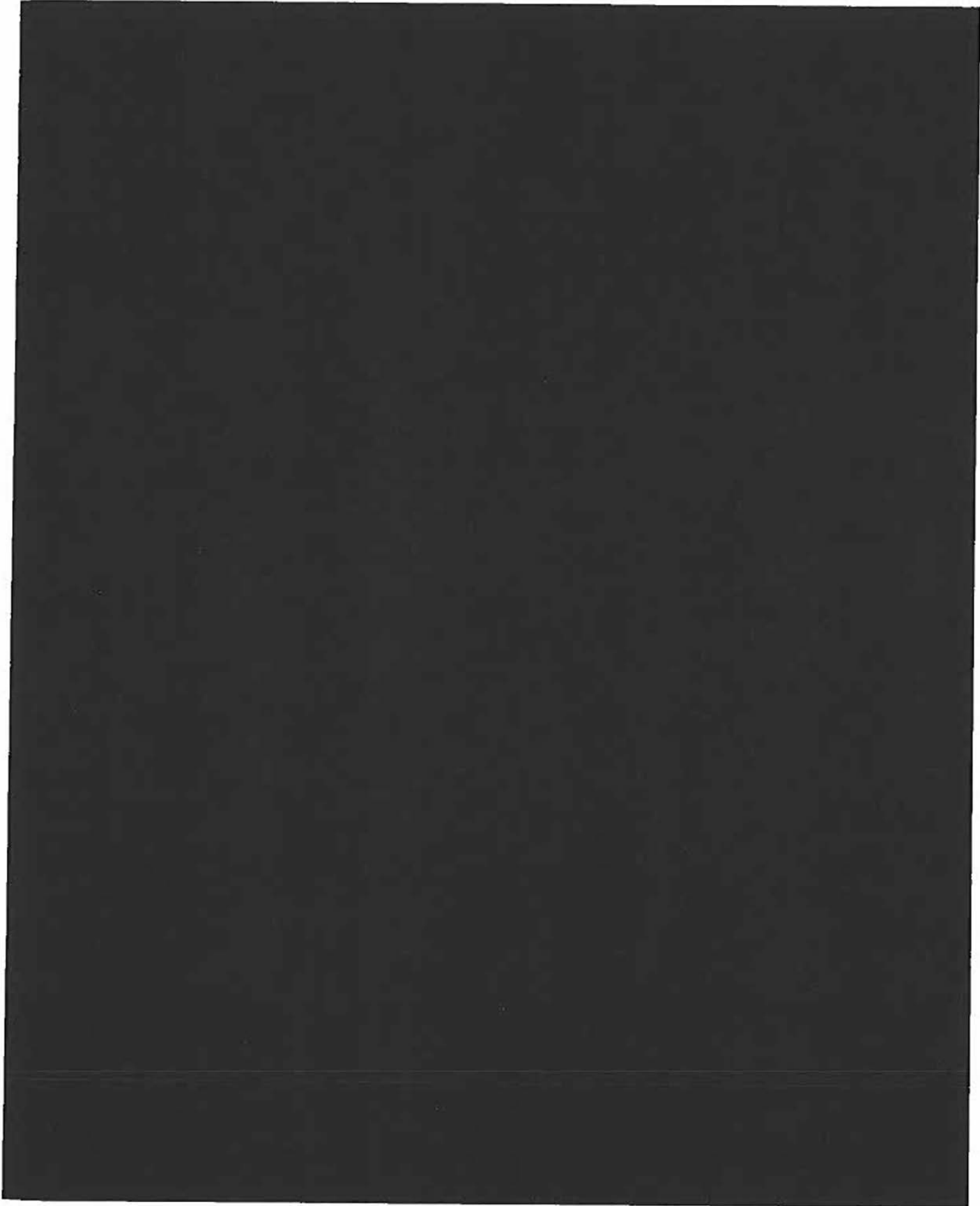
Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors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

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

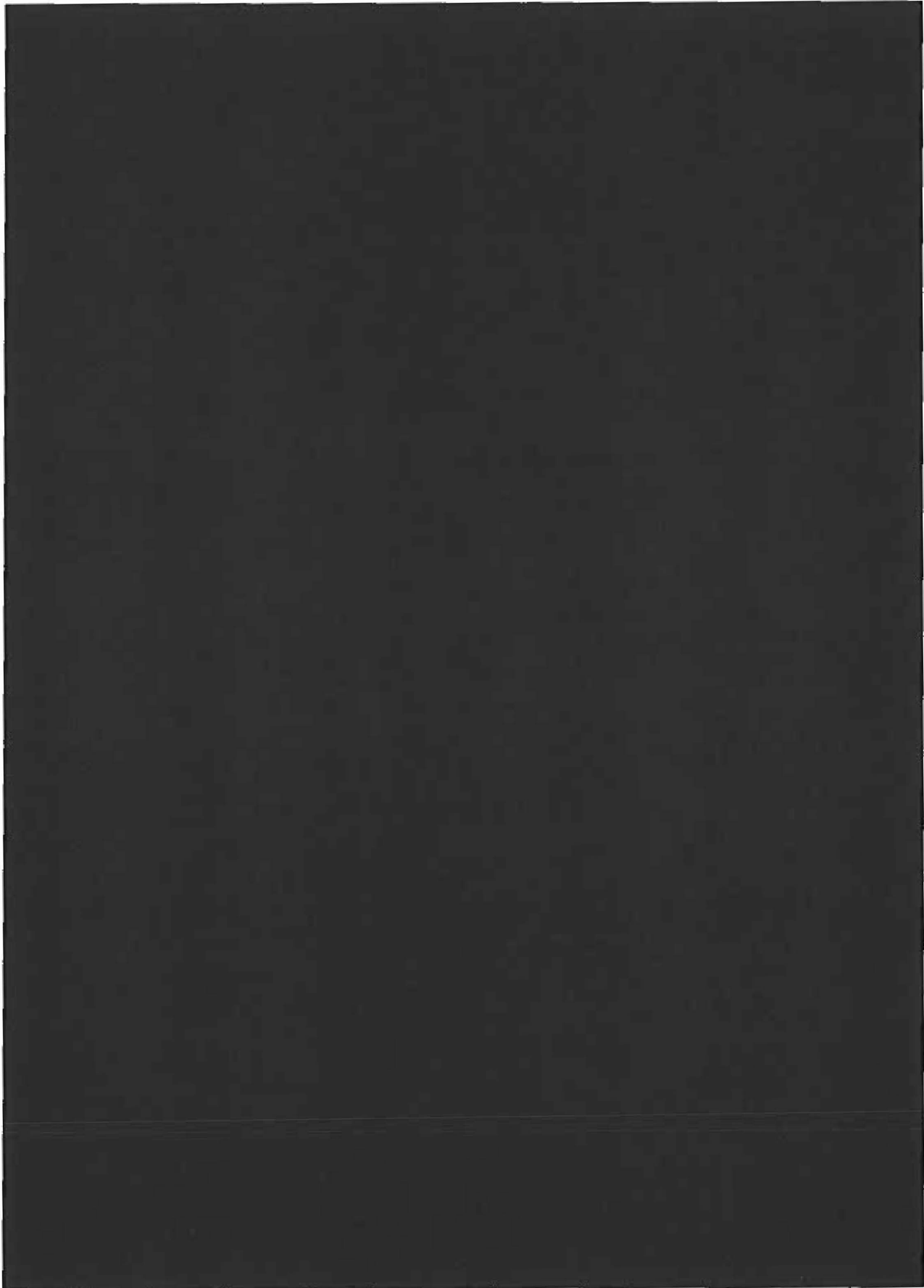
If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.10.

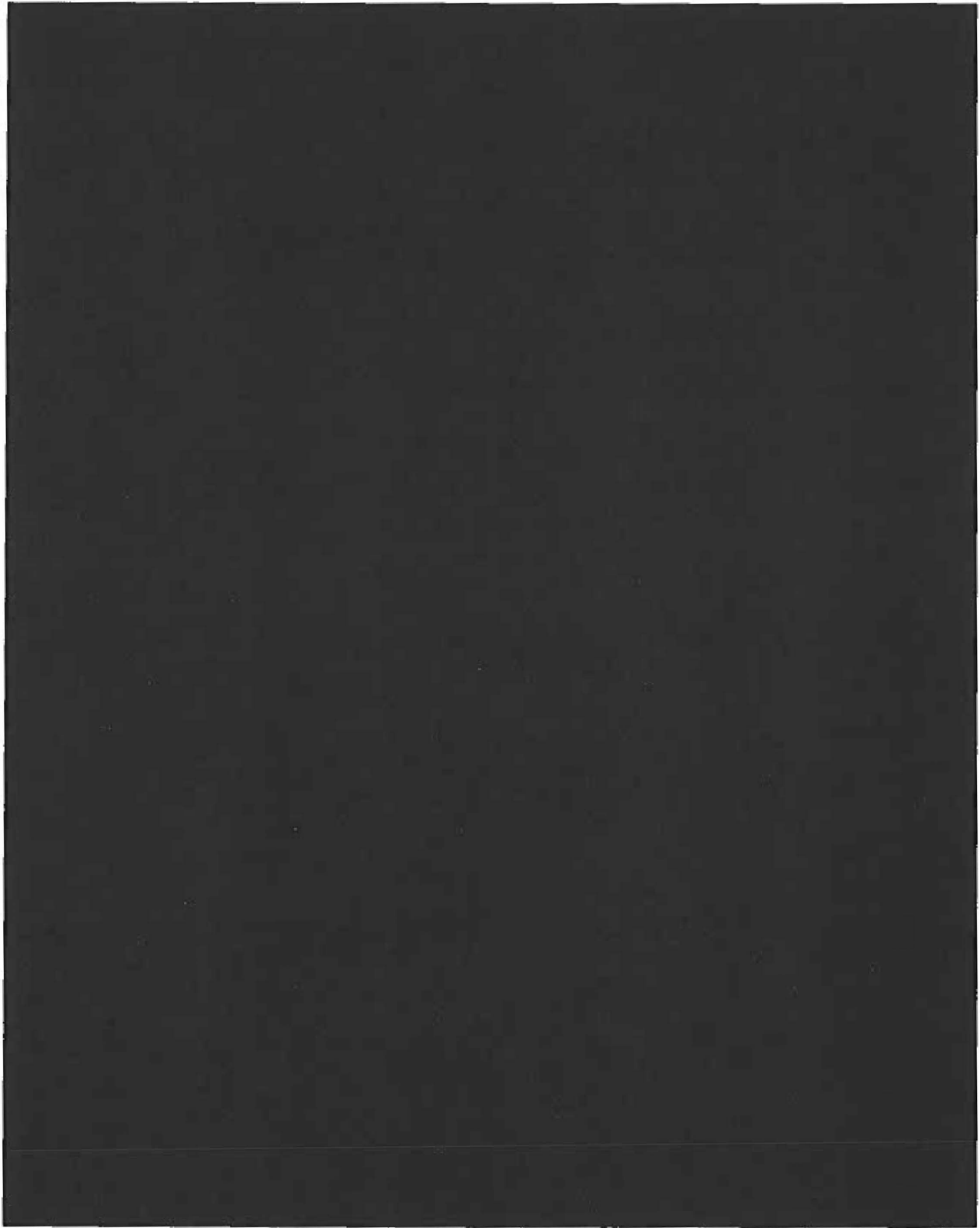
Offsetting Process. In some instances, United may be able to obtain an Overpayment recovery by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments. In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process in no way impact the decision as to whether or not a benefit is payable under the Plan. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the designated representative for the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

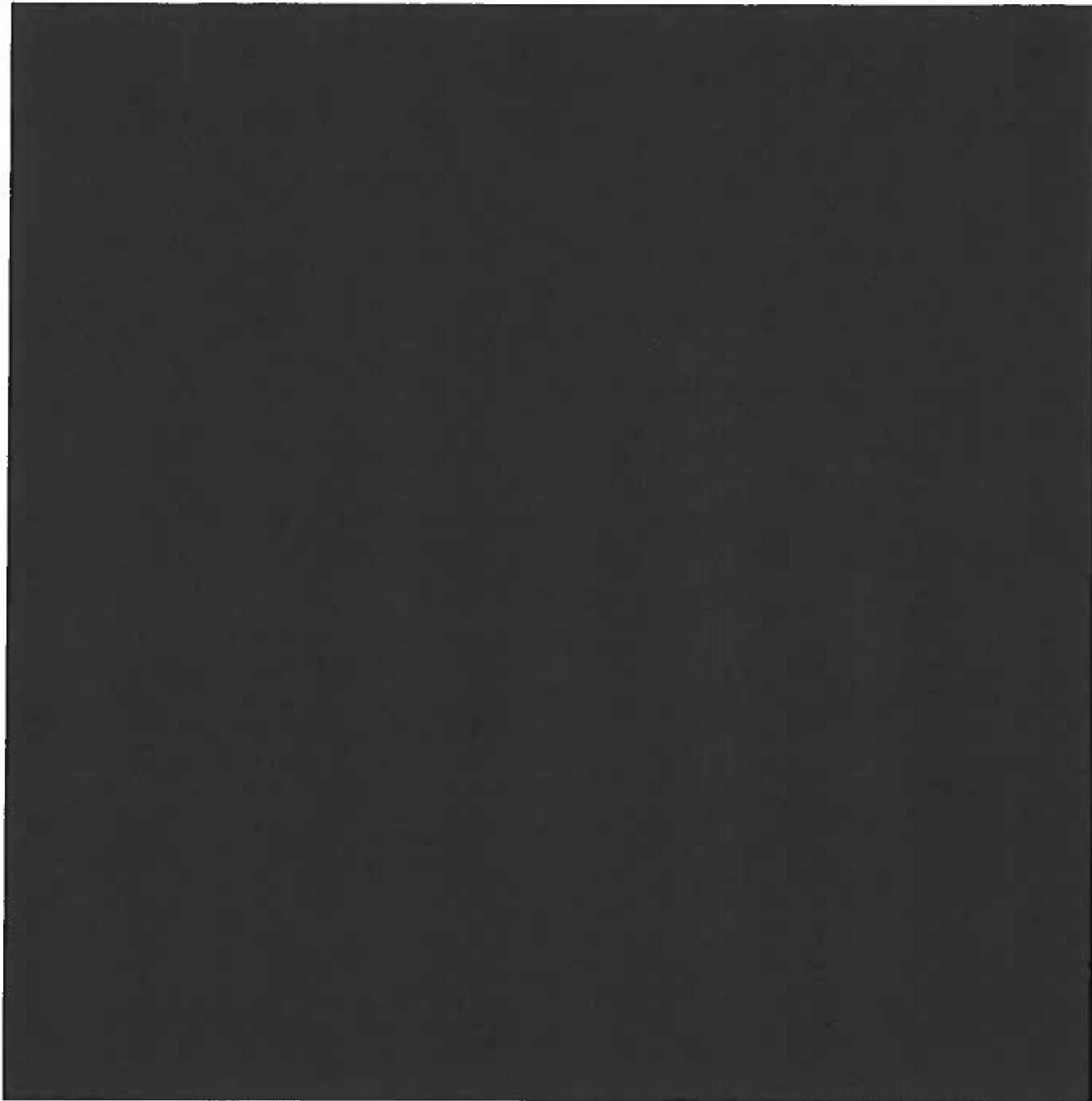
Recovery Fees. Customer will be charged a fee for the services described in this Section 4.10. That fee is set forth in Exhibit A- Fees.



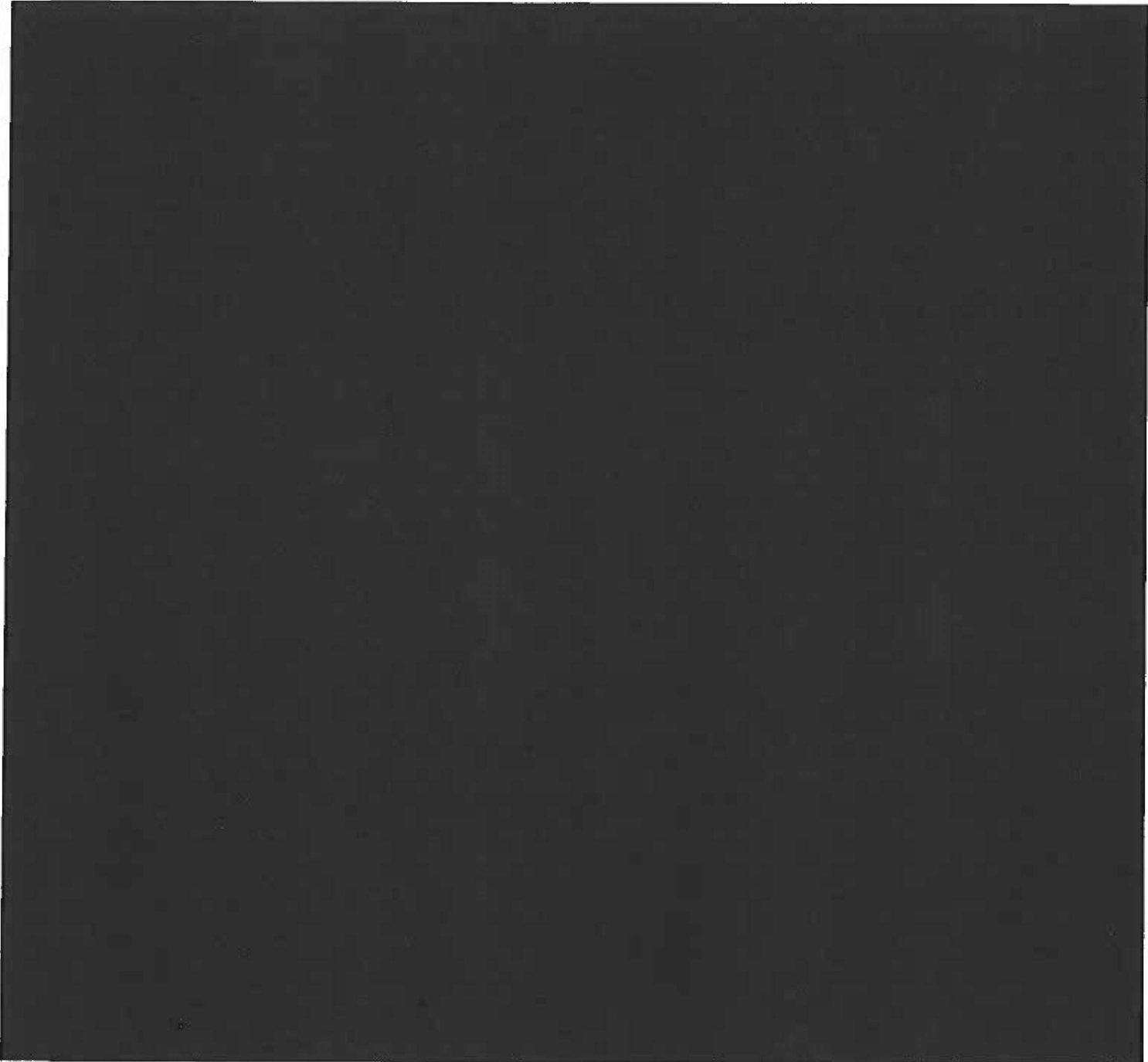












TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Tony Maze Phone: 278-4326 Date: 10/29/19
Email Address tony.maze@milwaukeecountywi.gov Dept: HR Grant SS: _____ Org No. 1950

PROJECT INFORMATION

Project Name: Milwaukee County Medical Benefit Coverage Project No: _____

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

The administration of medical benefit coverage is primarily automated and executed internally large vendors. Outsourcing or subcontracting is generally not practical or permissible under such an arrangement. It would not be possible for DBE firms to respond as potential prime contractors. UHC agrees to foster opportunity by utilizing DBE firms for supplies/services that are not specifically/exclusively related to Milwaukee County's contracted services.

Contracting Opportunities (List NAICS codes): 541211 Bookkeeping & 541618 Business Consulting Services

TYPE OF PROJECT

Contract Value: \$ 240,000,000 Contract Type: Professional Services

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less B. Rental or Lease C. Governmental Agency or Institution
- D. ¹Non-Profit (No subcontract) E. Purchasing or Renewal of software license
- F. ²Contract Extension/Amendment G. ³Specialized H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities J. ⁴Grants
- K. No funding use by Milwaukee County L. Special License or Certificate required
- M. Other _____

Department/Division Administrator Name Tony L Maze Signatu Tony Maze Date 10/30/2019

CBDP USE ONLY

Concur with Recommendation or provide the following goals: _____ %

This contract is exempt from a participation goal: Yes No

Approved Lamont Robinson Date: 11/1/2019

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

PROFESSIONAL SERVICE CONTRACT 1684 R4e

INSTRUCTIONS: (Type or Print Form)
 Mail to: Accounts Payable, Courthouse - Room 301 and Community Business Development Partners, City Campus - 8th Floor
 Refer to ADMINISTRATIVE MANUAL Section 1.13 for procedures

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG NO.
Human Resources	194	1950

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
80553			X	

NAME OF VENDOR	ADDRESS
UHC	9800 Health Care Lane, Minnetonka, MN 55353

TAX I.D. NO.	EFFECTIVE DATES begin date	end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
39-2739571	01/01/20	12/31/22	36		\$240,000,000

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2020	01	0001	194	1950			5398				Variable
2021	01	0001	194	1950			5398				Variable
2022	01	0001	194	1950			5398				Variable

PURPOSE OF CONTRACT

Fee for services contract for pre-medicare medical benefit administration. The total enrolled population and claims utilization will determine the amount spent each year of the contract

Was County Board approval received prior to contract execution or contract amendment or extension?
 If YES, give County Board File No. 14-705 Date Approved 09/18/14
 If NO, why is County Board approval not required?

Was Corp Counsel, DBD Division and Risk Management approval received prior to execution of contract? YES NO
 Was Contract executed prior to work being performed? YES NO
 Is Vendor a certified professional service DBE? YES NO

Tony L Maze 10/29/19
 Prepared By Date
 DocuSigned by: Tony Maze 10/29/19
 nty Administrator Date

Director, Benefits Administration
 Title
 Director, Benefits Administration
 Title

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

BY: DocuSigned by: Tony Maze DATE: 10/30/2019
1E34710A3390428
NAME: Tony Maze
TITLE: Director Benefits Administration
DEPARTMENT: Human Resources

FOR United HealthCare Services, Inc.

BY: DocuSigned by: Holly Durinick DATE: 12/24/2019
D7497FF0A11E54A3
NAME: Holly Durinick
TITLE: Regional Contract Manger
TAXPAYER ID No.: 39-2739571

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: DocuSigned by: Chris Luttrell DATE: 11/4/2019
14500E10460E434
Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: DocuSigned by: Lamont Robinson DATE: 11/1/2019
FECB72130D642D
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: DocuSigned by: [Signature] DATE: 12/20/2019
FCFF9C00C9843B
Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: DocuSigned by: David Farwell DATE: 11/4/2019
CC2025EE8C89465
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: DocuSigned by: [Signature] DATE: 12/20/2019
8310974252E8423
County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: DocuSigned by: David Farwell DATE: 12/20/2019
CC2025EE8C89465
Corporation Counsel
Office of Corporation Counsel

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

**REVIEWED BY MILWAUKEE
COUNTY TRANSIT SYSTEM:**

DocuSigned by:
B Rick Ceschin _____ DATE: 11/7/2019
ADVISOR
NAME: Rick Ceschin
TITLE: Director
DEPARTMENT: Human Resources

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Milwaukee County ("Customer"), Contract No. 714852, and is effective on January 1, 2015 unless otherwise specified.


Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.


Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Milwaukee County

By 
Authorized Signature
Print Name Matthew Henkel
Print Title Director of Total Rewards
Date 4/30/17

United HealthCare Services, Inc.

By 
Authorized Signature
Print Name Willy DeWitt
Print Title Regional Controller
Date 2/1/17

The Administrative Services Agreement is amended on January 1, 2015 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

As of the Effective Date, United will no longer provide HIPAA Certificates of Creditable Coverage. Any such reference to United providing such service is hereby deleted from the Agreement in its entirety.

As of the Effective Date, United will no longer provide Pharmacy Benefit services for Milwaukee Transit Service. Any such reference to United providing such service is hereby deleted from the Agreement in its entirety.

Section Section 4.4 Managed Care Network Services. of the Agreement is amended by the addition of the following subsection:

Value Based Contracting Program.

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

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

EXHIBIT A - SERVICE FEES**Contract Number 714852****The following financial terms are effective for the period January 1, 2015 through December 31, 2017.****The following financial terms are effective for the period January 1, 2015 through December 31, 2015.****The Standard Medical Service Fees are the sum of the following:**

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 11,648 enrolled Employees.

- \$29.51 per Employee per month for Milwaukee County.
- *\$32.59 per Employee per month for Milwaukee Transit Service (MTS).

*includes Care24 administration

Average Contract Size: 1.93

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount.
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount.
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount.
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.	Fee for United's services, equal to thirty-five percent (35%) of the amount of reductions obtained through United's efforts.
Shared Savings Program	Customer will pay a fee equal to thirty-five percent (35%) of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
Advanced Analytics and Recovery Services	Fee equal to twenty-four percent (24%) of the gross recovery amount.
External Reviews	For each subsequent external review beyond 10 total reviews per year, a fee of \$500 will apply per review.
OptumHealth LAP for Milwaukee County	\$1.64 per Employee per month

Other Payments – Milwaukee Transit Service (MTS) Commission Funds

MTS has requested Us to pay certain broker or vendor commissions or fees ("Commission Funds") on its behalf. The Commission Funds shall be set by MTS, and paid on a monthly basis until We receive written instructions from MTS to cease making the monthly payment. In connection therewith, MTS has determined to pay these Commission Funds to Us monthly along with Our monthly administration fee and authorizes Us to forward payment of the Commission Funds directly to the broker or vendor. MTS will provide Us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The Commission Funds are not subject to any Performance Standards, if applicable. The decision to pay Commission Funds to a third party (i.e., broker), and responsibility for funding such payments, are MTS'. You represent that the fees or commissions MTS is directing Us to pay hereunder are reasonable compensation for administrative services provided by the third party to the Plan.

Monthly Commission Payment to MTS' Broker, Willis of Wisconsin as Directed by MTS:

MTS has agreed to pay \$2.00 PSPM in commission to Willis. The calculation of this fee will be 1,936 MTS subscribers x \$2.00 = \$3,872 in commission to be paid per month for each month in 2015.

The following financial terms are effective for the period January 1, 2016 through December 31, 2016.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 7,038 enrolled Employees.

- \$30.01 per Employee per month for Milwaukee County.
- *\$33.27 per Employee per month for Milwaukee Transit Service (MTS).
*includes Care24 administration

Average Contract Size: 2.24

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months	Fee for United's services, equal to thirty-five percent (35%) of the amount of reductions obtained through United's efforts.
Shared Savings Program	Customer will pay a fee equal to thirty-five percent (35%) of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken
Advanced Analytics and Recovery Services	Fee equal to twenty-four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 10 total reviews per year, a fee of \$500 will apply per review.
Optum Health EAP for Milwaukee County	\$1.64 per Employee per month

Other Payments – Milwaukee Transit Service (MTS) Commission Funds

MTS has requested Us to pay certain broker or vendor commissions or fees (“Commission Funds”) on its behalf. The Commission Funds shall be set by MTS, and paid on a monthly basis until We receive written instructions from MTS to cease making the monthly payment. In connection therewith, MTS has determined to pay these Commission Funds to Us monthly along with Our monthly administration fee and authorizes Us to forward payment of the Commission Funds directly to the broker or vendor. MTS will provide Us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The Commission Funds are not subject to any Performance Standards, if applicable. The decision to pay Commission Funds to a third party (i.e., broker), and responsibility for funding such payments, are MTS’. You represent that the fees or commissions MTS is directing Us to pay hereunder are reasonable compensation for administrative services provided by the third party to the Plan.

Monthly Commission Payment to MTS’ Broker, Willis of Wisconsin as Directed by MTS:

MTS has agreed to pay \$2.00 PSPM in commission to Willis. The calculation of this fee will be 1,936 MTS subscribers x \$2.00 = \$3,872 in commission to be paid per month for each month in 2016.

The following financial terms are effective for the period January 1, 2017 through December 31, 2019.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 6,923 enrolled Employees

- \$30.70 per Employee per month for Milwaukee County.
- *\$33.90 per Employee per month for Milwaukee Transit Service (MTS).
 - *includes Care24 administration

Average Contract Size: 2.22

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months	Fee for United's services, equal to thirty-five percent (35%) of the amount of reductions obtained through United's efforts
Shared Savings Program	Customer will pay a fee equal to thirty-five percent (35%) of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
Advanced Analytics and Recovery Services	Fee equal to twenty-four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 10 total reviews per year, a fee of \$500 will apply per review.
OptumHealth FAP for Milwaukee County	\$1.64 per Employee per month

Other Payments – Milwaukee Transit Service (MTS) Commission Funds

MTS has requested Us to pay certain broker or vendor commissions or fees (“Commission Funds”) on its behalf. The Commission Funds shall be set by MTS, and paid on a monthly basis until We receive written instructions from MTS to cease making the monthly payment. In connection therewith, MTS has determined to pay these Commission Funds to Us monthly along with Our monthly administration fee and authorizes Us to forward payment of the Commission Funds directly to the broker or vendor. MTS will provide Us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The Commission Funds are not subject to any Performance Standards, if applicable. The decision to pay Commission Funds to a third party (i.e., broker), and responsibility for funding such payments, are MTS’. You represent that the fees or commissions MTS is directing Us to pay hereunder are reasonable compensation for administrative services provided by the third party to the Plan.

Monthly Commission Payment to MTS’ Broker, Willis of Wisconsin as Directed by MTS:

MTS has agreed to pay \$2.00 PSPM in commission to Willis. The calculation of this fee will be 1,936 MTS subscribers x \$2.00 = \$3.872 in commission to be paid per month.

EXHIBIT B – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2015 and ending on December 31, 2017 (each twelve month period is a "Guarantee Period"). With respect to the aspects of our performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

United reserves the right from time to time to replace any report or change the format of any report referenced in these guarantees. In such event, the guarantees will be modified to the degree necessary to carry out the intent of the parties. United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

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

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

January 1, 2015 and ending on December 31, 2015

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		

Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		

Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$53,857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year, may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$26,929
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$26,929
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

NETWORK PROVIDER DISCOUNTS

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2015 through 12/31/2015 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Less Than 45.3%	10.0%
45.3% - 46.3%	8.0%
46.3% - 47.3%	6.0%
47.3% - 48.3%	4.0%
48.3% - 49.3%	2.0%
Greater Than 49.3%	0.0%

We agree to reimburse MILWAUKEE COUNTY the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees).

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions*:

Employees enrolled in a UnitedHealthcare Choice Network	6,326
Target Network Savings Percentage (Illustrative)	52.3%
Risk Free Corridor	3.0%

For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.

Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance; (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.

We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.

Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.

Mental Health Substance Abuse claims are excluded.

The table below provides the in-network savings for those markets with the largest number of employees based on the MILWAUKEE COUNTY network match. These savings will be utilized to determine MILWAUKEE COUNTY's final Target In-Network Savings Percentage based on actual enrollments by market.

Market	Enrollments	Network Savings %	Target In-Network Savings %
MILWAUKEE	6,102	96.5%	52.4%
Other	224	3.5%	49.5%
Total/Average*	6,326	100.0%	52.3%

Groups added by MILWAUKEE COUNTY after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 5,700 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

The benefits requested and/or quoted change prior to or after the effective date of this quotation.

An award is not made within 90 days of the issuance of this quotation.

Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

January 1, 2016 and ending on December 31, 2016

Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent.	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%	

Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health, substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth.		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth.		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		

Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year, may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2016 through 12/31/2016 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Less Than 44.7%	10.0%
44.7% - 45.7%	8.0%
45.7% - 46.7%	6.0%
46.7% - 47.7%	4.0%
47.7% - 48.7%	2.0%
Greater Than 48.7%	0.0%

We agree to reimburse MILWAUKEE COUNTY the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees)

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions*:

Employees enrolled in a UnitedHealthcare Choice Network	5,883
Target Network Savings Percentage (Illustrative)	51.7%

Risk Free Corridor

3.0%

For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.

Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts

We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.

Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination

Mental Health/Substance Abuse claims are excluded.

The table below provides the in-network savings for those markets with the largest number of employees based on the MILWAUKEE COUNTY network match. These savings will be utilized to determine MILWAUKEE COUNTY's final Target In-Network Savings Percentage based on actual enrollments by market.

MILWAUKEE	5,675	96.5%	51.8%
Other	208	3.5%	49.8%
Total/Average*	5,883	100.0%	51.7%

Groups added by MILWAUKEE COUNTY after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 5,290 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this quotation.
- An award is not made within 90 days of the issuance of this quotation.
- Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

January 1, 2017 and ending on December 31, 2017

Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%	

Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
Criteria	Time answered in seconds, on average	seconds	30
Level	Standard tracking reports produced by the phone system for all calls		
Period	Team that services Customer's account		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		

Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year, may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annual	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2017 through 12/31/2017 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Less Than 44.7%	10.0%
44.7% - 45.7%	8.0%
45.7% - 46.7%	6.0%
46.7% - 47.7%	4.0%
47.7% - 48.7%	2.0%
Greater Than 48.7%	0.0%

We agree to reimburse MILWAUKEE COUNTY the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees).

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions:

Employees enrolled in a UnitedHealthcare Choice Network	5,655
Target Network Savings Percentage (Illustrative)	51.7%

Risk-Free Corridor

3.0%

For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.

Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.

We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.

We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.

Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.

Mental Health/Substance Abuse claims are excluded.

The table below provides the in-network savings for those markets with the largest number of employees based on the MILWAUKEE COUNTY network match. These savings will be utilized to determine MILWAUKEE COUNTY's final Target In-Network Savings Percentage based on actual enrollments by market.



MILWAUKEE	5,451	96.4%	51.9%
Other	204	3.6%	48.5%
Total/Average*	5,655	100.0%	51.7%

Groups added by MILWAUKEE COUNTY after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 5,290 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this quotation.
- An award is not made within 90 days of the issuance of this quotation.
- Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

Certificate Of Completion

Envelope Id: 577E480029CD4AE8BE81F54F8B20AC7A
Subject: Please DocuSign United HealthCare Services, LLC Amendment
Source Envelope:
Document Pages: 38
Certificate Pages: 6
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Jennifer Mueller
633 W. Wisconsin Ave.
Suite 901
Milwaukee, WI 53203
jennifer.mueller@milwaukeecountywi.gov
IP Address: 204.194.251.3

Record Tracking

Status: Original
10/30/2019 11:01:46 AM

Holder: Jennifer Mueller
jennifer.mueller@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Tony Maze
tony.maze@milwaukeecountywi.gov
Director Benefits Administration
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by
Tony Maze

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Timestamp

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Viewed: 10/30/2019 2:57:03 PM
Signed: 10/30/2019 2:57:40 PM

Electronic Record and Signature Disclosure:

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Rick Ceschin
RCeschin@mcts.org
Director
Human Resources
Security Level: Email, Account Authentication (None)

DocuSigned by
Rick Ceschin

Signature Adoption: Pre-selected Style
Using IP Address: 98.103.246.35

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Electronic Record and Signature Disclosure:

Accepted: 10/31/2019 8:11:40 AM
ID: 7eed42d6-a093-4046-9317-39a62eec3152

Lamont Robinson
lamont.robinson@milwaukeecountywi.gov
Procurement Compliance Analyst
Milwaukee County
Signing Group: Community Business Development Partners
Security Level: Email, Account Authentication (None)

DocuSigned by
Lamont Robinson

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

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Signed: 11/1/2019 8:15:01 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Farwell
David.Farwell@milwaukeecountywi.gov
Assistant Corporation Counsel
Milwaukee County
Signing Group: Corporation Counsel
Security Level: Email, Account Authentication (None)

DocuSigned by
David Farwell

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

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Signed: 11/4/2019 3:21:47 PM

Electronic Record and Signature Disclosure:

Signer Events

Not Offered via DocuSign

Scott Manske - Comptroller
comptrollersignature@milwaukeecountywi.gov
Comptroller
Milwaukee County
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
Using IP Address: 204.194.251.3

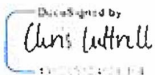
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Signed: 12/20/2019 7:54:06 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Luttrell
Chris.Luttrell@milwaukeecountywi.gov
Director, Risk Management
Milwaukee County
Signing Group: Risk Management
Security Level: Email, Account Authentication (None)



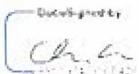
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Abele, County Executive
CEXSignature@milwaukeecountywi.gov
County Executive
Milwaukee County
Security Level: Email, Account Authentication (None)



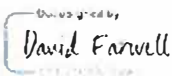
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Signed: 12/20/2019 3:15:23 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Farwell
David.Farwell@milwaukeecountywi.gov
Assistant Corporation Counsel
Milwaukee County
Signing Group: Corporation Counsel
Security Level: Email, Account Authentication (None)



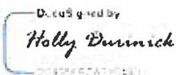
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Signed: 12/20/2019 4:18:37 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Holly Durinick
Holly_m_durinick@uhc.com
Regional Contract Manager
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 198.203.177.177

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Signed: 12/24/2019 9:23:15 AM

Electronic Record and Signature Disclosure:

Accepted: 12/24/2019 9:19:05 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/24/2019 9:23:15 AM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems: Windows2000? or WindowsXP?

Browsers (for SENDERS): Internet Explorer 6.0? or above

Browsers (for SIGNERS): Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)

Email: Access to a valid email account

Screen Resolution: 800 x 600 minimum

Enabled Security • Allow per session cookies

Settings: • Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

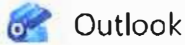
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.



Outlook

Fw: UHC 2026 Amendment

From Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Date Fri 1/16/2026 10:24 AM

To Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

 4 attachments (20 MB)

Milwaukee County ASA Amend FRN 1.1 2026.docx; UHG Blanket GL 24-26.pdf; 2020 UHC United_HealthCare_Services Final Signed (1).pdf; 2023-2025_Fee_for_Svcs_UHC_Optum_Final_Signed.pdf;

Hello Tony,

Thank you for forwarding the attached copy of the draft UHC 2026 Amendment. I had also requested yesterday, and previously, a copy of the original contract. Instead, what we received were copies of the 2020 and 2023 renewal amendments in a separate email from you (I attached copies of the 2020 and 2023 amendments to this email).

As noted in my previous email, dated September 18, see yellow highlight below, we need to review the draft contract (in this case the original contract and draft amendment) and then consult with the Office of Corporation Counsel regarding the right to audit language. At this point, we are still awaiting receipt of the original contract. While we would plan to begin our review timely once we receive the original contract, it will take some time to work through any concerns we encounter in consultation with OCC.

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Sent: Thursday, September 18, 2025 8:39 AM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>

Subject: Re: UHC Contract language

Good morning Tony,

In order to reach a decision with respect to the audit language, Audit Services will need to review the draft contract first. Please forward a copy of the draft contract to Jennifer, Molly, Irias, Candice and me

(all cc'd above). Following our review of the draft contract, we plan to consult with the Office of Corporation Counsel.

Thank you,

- Paul

Paul A. Grant, CPA

Audit Compliance Manager
Milwaukee County Office of the Comptroller
Audit Services Division
600 N Plankinton Ave STE 600
Milwaukee, WI 53203-2901
(voice) 414.278.4292
(fax) 414.223.1895

Regards,

- Paul

Paul A. Grant, CPA

Audit Compliance Manager
Milwaukee County Office of the Comptroller
Audit Services Division
600 N Plankinton Ave STE 600
Milwaukee, WI 53203-2901
(voice) 414.278.4292
(fax) 414.223 1895

Paul.Grant@milwaukeecountywi.gov

[Report County Government Fraud, Waste and Abuse](#)

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Sent: Thursday, January 15, 2026 2:56 PM
To: Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Subject: FW: UHC 2026 Amendment

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>
Sent: Thursday, January 15, 2026 8:29 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC 2026 Amendment

Caution: This email originated from outside of Milwaukee County. Use the Phish Alert Report button to have IMSD review this message if you think it is suspicious.

Hi Tony,

Attached please find the UHC ASA Amendment issued for effective date 1.1.26. As we discussed yesterday, the amendment replaces the Fees Exhibit in the current Administrative Services Agreement. I have also included the UHC insurance certificate if you need this for your files.

Please let me know if you have any questions.

Thank you,
Elisabeth Wright, MAHR
Director - Health & Benefits

WTW

111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States
M +414 759 6542

Elisabeth.Wright@wtwco.com

wtwco.com

Upcoming Out of Office: January 16th, February 13th

Upcoming office closures/holidays: January 19th and February 16th

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At WTW, we provide data-driven, insight-led solutions in the areas of people, risk and capital that make your organization more resilient, motivate your workforce, and maximize performance. WTW has offices in 140 countries and markets. For a complete list of office locations, please click [here](#).

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 Outlook

RE: UHC 2026 Amendment

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Date Fri 1/16/2026 4:11 PM

To Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Cc James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

 1 attachment (10 MB)

ASA 2009 01 Executed_Milwaukee County.pdf;

Paul,

It took some searching, but I was able to locate the 2009 agreement.

Thank you for assisting with this.

Regards,

Tony

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Sent: Friday, January 16, 2026 10:25 AM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc: James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

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Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: Re: UHC Contract language

Good morning Tony,

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- Paul

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Paul.Grant@milwaukeecountvwi.gov

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To: Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Subject: FW: UHC 2026 Amendment

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>
Sent: Thursday, January 15, 2026 8:29 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC 2026 Amendment

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Hi Tony,

Attached please find the UHC ASA Amendment issued for effective date 1.1.26. As we discussed yesterday, the amendment replaces the Fees Exhibit in the current Administrative Services Agreement. I have also included the UHC insurance certificate if you need this for your files.

Please let me know if you have any questions.

Thank you,

Elisabeth Wright, MAHR

Director - Health & Benefits

WTW

111 E. Kilbourn Ave. Suite 1850 | Milwaukee WI 53202 | United States

M +414 759 6542

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Upcoming Out of Office January 16th, February 13th

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ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Insurance Company ("Our," "Us," or "We" in this Agreement) and Milwaukee County ("You" or "Your" in this Agreement) is effective January 1, 2009 ("Effective Date"). This Agreement covers the services We are providing to You, either directly or in conjunction with one of Our affiliates, for use with Your self-funded employee benefit plan.

United HealthCare Insurance Company identifies this arrangement as Contract No.: 71-4852.

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

United HealthCare Insurance Company
450 Columbus Boulevard
Hartford, CT 06115-0450

Milwaukee County
901 North 9th Street
Courthouse, Room 210
Milwaukee, Wisconsin 53233

By _____
Authorized Signature

By _____
Authorized Signature

Print Name _____

Print Name Debra L. ...

Print Title _____

Print Title Assistant County Clerk

Date _____

Date 5-1-09

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Section 1 - Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural

Agreement Period: The period of twenty-four (24) months commencing on the Effective Date and automatically continuing for one additional 12-month period unless the Agreement is terminated.

Bank: JPMorgan Chase Bank, New York, New York

Bank Account: Benefits Demand Deposit Bank Account maintained for the payment of Plan benefits.

Employee: A current or former employee of You or an Affiliated Employer.

Employee Benefit Booklet: The document(s) You provide to Plan Participants describing the terms and conditions of coverage offered under the Plan.

IRC: The United States Internal Revenue Code, as amended from time to time.

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

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

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

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

PHI: Any information We receive or provide on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-funded health benefits We are administering, as described in the Employee Benefit Booklet.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Information about Your business or Our business that is confidential, proprietary, trade secret or is not readily available to the general public; or, information that has been designated by You or Us as confidential or proprietary. Proprietary Business Information may be referred to as "Your Proprietary Business Information" or "Our Proprietary Business Information", as applicable, throughout this Agreement. Our Proprietary Business Information shall include, but not be limited to, financial provisions related to prescription drug products covered under the medical benefit and claim dump or the UNET out of company medical claims extract.

Rebates: All rebates, discounts or other financial incentives (whether access, base, Prescription Drug List (PDL), incentive, market share, volume, or other), administrative fees, and any interest thereon which We receive from, an intermediary that contracts on Our behalf ("Intermediary"), or directly, and are obtained in connection with prescription drug products dispensed to Participants under the Plan's medical benefit under this Agreement. Rebates do not include any amounts retained by an intermediary as compensation for its services or any purchasing discounts obtained by a intermediary or specialty pharmacy when purchasing drug products for distribution. Rebates to customers are administered and paid under the medical benefit plan as outlined in this Agreement.

Self-Fund or Self-Funded: Means that You, on behalf of the Plan, have the sole responsibility to pay, and provide funds, to pay for all Plan benefits. We have no liability or responsibility to provide these funds. This is true even if We or Our affiliates provide stop loss insurance to You.

Standard of Care: In providing all services set forth in this Agreement We shall use in the aggregate, the care, skill, prudence and diligence under the circumstances then prevailing that a prudent claims administrator acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Systems: Means the systems We own or make available to You to facilitate the transfer of information in connection with this Agreement.

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

Section 2 - Employee Benefit Plan: Your Responsibilities

Section 2.1 Responsibility for the Plan. We are not the Plan Administrator of the Plan. Any references in this Agreement to Us "administering the Plan" are descriptive only and do not confer upon Us anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires Us to have the fiduciary responsibility for a Plan administrative function, You accept total responsibility for the Plan for purposes of this Agreement including its benefit design and compliance with any laws that apply to You or the Plan, whether or not You or someone You designate is the Plan Administrator.

Section 2.2 Plan Consistent with the Agreement. You represent that Plan documents, including the Employee Benefit Booklet as described in Section 4.15, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, You will provide Us with copies of the Employee Benefit Booklet and Employee communications which refer to Us or Our services prior to distributing these materials to Employees or third parties. You will amend them if We reasonably determine that references to Us are not accurate, or any Plan provision is not consistent with this Agreement or the services that We are providing.

Section 2.3 Plan Changes. You must provide Us with notice of any changes to the Plan or Employee Benefit Booklet within a reasonable period of time prior to the effective date of the change to allow Us to determine if such change will alter the services We provide under this Agreement. Any change in the services to be provided by Us under this Agreement which would be caused by any such Plan changes must be mutually agreed to in writing prior to implementation of such change. We will notify You if (i) the change increases Our cost of providing services under this Agreement or (ii) We are reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if We notify You that We are unable to reasonably implement or administer the change, We shall have no obligation to implement or administer the change, and You may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Employers. You represent that together You and any of Your affiliates covered under the Plan make up a single "controlled group" as defined by the IRC. You agree to provide Us with a list of Your affiliates covered under the Plan upon request.

Section 3 - Your Other Responsibilities

Section 3.1 Eligibility Information. You will tell Us which of Your Employees, their dependents and or other persons are Participants. This information must be accurate and provided to Us in a timely manner and in an agreed upon format. You will notify Us of any change to this information as soon as reasonably possible.

We will be entitled to rely on the most current information in Our possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. We will not be required to make retroactive eligibility changes, process or reprocess claims, but if We agree to do so, additional fees may apply.

Section 3.2 Notices to Participants. You will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, You will notify all Participants that the services We are providing under this Agreement are discontinued.

Section 3.3 Escheat. You are solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3.4 Claims by Other Parties. Except to the extent that such claims are based on our failure to meet the Standard of Care or willful misconduct by Us, in the event a third party pursues a claim against Us as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payer laws), You will indemnify and hold Us harmless with respect to such third party claim.

including all costs in defending against any allegation or handling such claim, with defense counsel subject to the approval and selection of the Corporation Counsel for You, except as otherwise indicated in Section 12.2. This provision shall survive the termination of this Agreement.

Section 4 - Services Provisions

Section 4.1 Claims Processing. Claims for Plan benefits must be submitted in a form that is satisfactory to Us in order for Us to determine whether a benefit is payable under the Plan's provisions.

In applying the Plan's provisions, We will use claim procedures and standards that We develop for benefit claim determination. You delegate to Us the discretion and authority to use such procedures and standards.

The rate of accuracy of benefit payments shall be consistent with the accuracy rate that a reasonably prudent claims administrator would be expected to achieve under similar circumstances.

Section 4.2 Benefit Determination and Appeals.

Appeals of Claims. You appoint Us to: (i) perform the initial benefit determinations and payment and (ii) perform the fair and impartial review of first level appeals. With respect to these functions, You delegate to Us the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to Us under the Plan. This delegation is subject to Your retention of full responsibility as Plan Administrator for the final review of adverse benefit determinations, and You have the discretionary authority to construe and interpret the terms of the Plan and to make final, binding determinations concerning the availability of Plan benefits.

If it is determined that a benefit is payable, We will issue a check for, or otherwise credit, the benefit payment to the appropriate payee.

If We deny a Plan benefit claim, the claimant shall have the appeal rights set forth in the Employee Benefit Booklet, and/or which are required under applicable law. If We determine that all or a part of the benefit is not payable under the Plan, We will notify the claimant of the adverse benefit determination and of the claimant's right to further appeal the adverse benefit determination to You. This notification will be designed to comply with applicable requirements for adverse benefit determination notices.

If a second appeal is requested, We will forward to You or Your designee documentation regarding the adverse benefit determination necessary for You or Your designee to conduct the final appeal. You will review the appeal and determine whether the Plan benefit is payable. If, after the review, You determine that the Plan benefit is payable, You will notify Us and the claimant. If, after the review, You determine that the Plan benefit is still not payable, You will notify Us and the claimant of the adverse benefit determination. This notice will be designed to comply with applicable requirements for final appeal determination notices. Your determination will be final and binding on the claimant and all other interested parties.

Section 4.3 Managed Care Network Services. We will make a Managed Care Network available to Participants. The network will be located in mutually agreeable geographical sites with Network Providers who render health care and/or mental health and substance abuse care. We will maintain directories of Network Providers, and will periodically update such directories on Our telephonic and online systems.

We shall provide and maintain, throughout the duration of this Agreement, the Managed Care Network. The Managed Care Network shall be comprised of a sufficient number of Network Providers to meet the needs of the Participants. We reserve the right to change the make-up of the Managed Care Network at any time. However, prior to making any changes to the Managed Care Network we will provide notice of any posed or pending change to the Managed Care Network. Any material change to the Managed Care Network which materially limits and significantly affects the ability of the Participants to obtain health care services under the Plan from Managed Care Network Network Providers previously selected by Participants, shall be deemed a material breach of this Agreement.

We will maintain a grievance process so that Participants may obtain assistance with, and express their opinions about, their use of the Managed Care Network.

We do not employ Network Providers and they are not Our agents or partners. Network Providers participate in Managed Care Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. We are not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies, or the payment for services rendered by the provider or facility. Notwithstanding the foregoing, We represent that the Network Providers participating in the Managed Care Network are credentialed and that their credentials have been verified by Us or by subcontractors of Us who are National Committee for Quality Assurance (NCQA) and Utilization Review Accreditation Commission (URAC) certified.

Section 4.4 Health Care Medical Management Services. We will provide Our Care CoordinationSM services in accordance with the provisions contained in this section. The Care CoordinationSM program focuses on offering education, accelerating access to care and providing surveillance and monitoring of chronic conditions.

Our Care CoordinationSM services include the review of Participants' diagnosis and proposed health care treatments with respect to whether or not the service is appropriate to treat the condition. The services are designed to facilitate Participant education, identify and prevent delays in treatments, and provide intervention with respect to Participants' health care needs that are highly likely to drive utilization and medical expenses of the Plan.

We will review health care services and supplies to determine whether they are covered services under the Plan. If We determine that services or supplies are not covered under the Plan, then We will provide the appeal services outlined in Section 4.2 of the Agreement.

Section 4.5 Health Care Case Management Services. We may provide, when appropriate for the individual Participant, certain case management services. These services are designed to provide a proactive, systematic process of health care coordination, including the evaluation of inpatient, outpatient and ancillary services, Participant education, the review of the short term outpatient care needs and where appropriate, coordination and facilitation of discharge planning needs. The above services address the unmet health care needs of Participants who are not eligible for a disease management program under the Plan but are at significant risk for declining health status and high medical expenses.

We also provide an Alternative Care Proposal program (ACP) which offers benefit coverage for certain health care services. We have designed this program for the diagnosis and/or treatment of a particular Participant's illness or injury. It provides appropriate and cost effective health care services and supplies alternatives that would otherwise not be covered by the Plan. The Plan will pay for and cover as Plan benefits the health care services and supplies contained in the ACP program. You consent to Our use and administration of the ACP program and delegate to Us the discretion and authority to develop and revise ACPs.

We will work with Participants who satisfy the criteria for participation in case management services to develop a program of benefit coverage with appropriate and cost-effective health care services and supplies for the diagnosis and/or treatment of the Participant's condition. If the Participant and health care provider are not willing to participate in the process, We will not provide these services.

Section 4.6 Transplant Benefit Management Services.

Your Plan has agreed to adopt Transplant Benefit Management Services, as described below.

- a. **U.R.N. Transplant Network Access.** We agree to provide You access to a network of credentialed transplant programs. Transplant services rendered by those facilities, and the discounted rates for those services, are available to You based upon the contractual relationship between Our affiliate, United Resource Networks (U.R.N.) and the facilities contained within the U.R.N. Transplant Network. Access to these relationships is made available to all Participants who need transplant-related services.

U.R.N. determines what transplant programs are qualified for participation in the U.R.N. Transplant Network and will provide You with a list of those programs. The list of participating programs

changes from time to time and You and the Participants may view an updated list on the U.R.N. client website or request that a current list be provided by U.R.N. You agree to amend the Plan consistent with the changes made to the list of participating programs within a reasonable period of time after notice is given.

The following services and supplies offered by a participating transplant program are typically included in the U.R.N. Transplant Network contractual relationship: evaluation of the Participant for transplant; donor searches; organ acquisition and procurement; hospital and physician fees; transplant procedures; and follow-up care for a period up to one year after the transplant.

You agree that the Plan will pay for and cover as Plan benefits the services and supplies rendered to Participants in a participating program in accordance with this section. You delegate to Us the discretion and authority to approve for payment under the Plan those services and supplies rendered to Participants for transplant services rendered at participating programs.

If a Participant chooses not to receive transplant services at a U.R.N. Transplant Network facility or a Transplant Access Program facility as outlined in subsection b. below, and the Plan elects to pay for transplant services rendered at another facility, We may negotiate a discounted rate for transplant services on behalf of the Participant and the Plan as outlined in subsection c. below.

U.R.N. is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, or the payment for services rendered by the provider or facility.

- b. **Transplant Access Program.** We will also provide You with access to a group of transplant programs that, while not credentialed as part of the U.R.N. Transplant Network, have agreed to provide transplant services at discounted rates. U.R.N. coordinates the contractual arrangement with programs participating in the Transplant Access Program. All Participants who need transplant-related services may access these programs.

You will receive a list of facilities participating in the Transplant Access Program. You and the Participants may view an updated list of facilities participating in the Transplant Access Program on the U.R.N. client website or by requesting that a current list be provided by U.R.N. The following services and supplies offered by a participating transplant program are typically included in the Transplant Access Program contractual relationship: evaluation of the Participant for transplant; donor searches; organ acquisition and procurement; hospital and physician fees; and transplant procedures. These programs do not typically include a discount for follow-up care.

You agree that the Plan will pay for and cover as Plan benefits the services and supplies rendered by the transplant programs participating in the Transplant Access Program. You delegate to Us the discretion and authority to approve for payment under the Plan those services and supplies rendered to Participants when these services cannot be provided through use of the U.R.N. Transplant Network as described in subsection a. above.

- c. **Transplant Cost Negotiation.** If the Participant chooses not to receive his or her care from a U.R.N. Transplant Network or through the Transplant Access Program, We will negotiate a discounted reimbursement rate with another transplant program for transplant services when there is a potential for Plan savings.

You authorize and delegate to U.R.N. the discretion to undertake these negotiations on behalf of the Plan. Once an agreement is reached with the transplant program, the provider will be instructed to submit the claims to U.R.N. and U.R.N. will reprice the claims in accordance with the negotiated rate for those services. Once repriced, U.R.N. will forward the repriced claims to Us and We will pay the provider within thirty (30) days of receipt of a full and accurate claim and invoice.

You will pay an additional fee. We agree the fee will not exceed \$10,000 unless We provide You prior written notice. You authorize Us to pay U.R.N. its fee directly from the Bank Account.

U.R.N. will not be responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, or the payment for services rendered by the provider or facility.

Section 4.7 Cancer Resource Services. We agree to provide eligible Plan Participants access to a network of providers for Oncology Services. The term "Oncology Services" as used in this section includes health care services and supplies rendered for the treatment of a condition that has a primary or suspected diagnosis relating to oncology. Oncology Services rendered by these providers, and the discounted rates for these services, are available to You based on the contractual relationship between Our affiliate, United Resource Networks (U.R.N.), and these providers.

You agree that the Plan will pay for and cover as Plan benefits Oncology Services, which includes supplies, rendered to Participants in accordance with this section. You delegate to Us the discretion and authority to reprice claims for Oncology Services and approve for Plan payment services and supplies rendered to Plan Participants under this Section.

Section 4.8 Kidney Resource Services. We, through Our affiliate, United Resource Networks (U.R.N.) will provide Kidney Resource Services ("KRS") to eligible Participants. KRS may include access to specialized consulting services to eligible Participants with end-stage renal disease or chronic kidney disease, as well as access to a network of dialysis centers.

Section 4.9 Claim Recovery Services. We will provide recovery services for Overpayments. Except as otherwise stated in this section, We will not be responsible for cost and or fees for such recovery services. We will only be responsible for recovery costs and or fees to the extent the Overpayment was made by Us due to Our failure to perform Our services in accordance with the Standard of Care. We will only reimburse You for unrecovered Overpayments to the extent the Overpayment was made by Us due to Our failure to perform Our services in accordance with the Standard of Care.

Section 4.10 Third Party Liability Recovery. We will provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). You will not engage any entity except Us to provide the services described herein without Our prior approval.

Section 4.11 General Provisions Applicable to Sections 4.9 and 4.10. You will be charged fees when any of the services described in Sections 4.9 and 4.10 are provided by Us or one of our subcontractors or affiliates, as set forth in Exhibit A. The fees are deducted from the actual recoveries. You will be credited with the net amount of the recovery. We will provide You with a written notice of the basis of the fees for which You are charged and, advance notice of any material changes in such fees or Our recovery services. You delegate to Us the discretion and authority to develop and use standards and procedures for any recovery under Sections 4.9 and 4.10, including but not limited to, whether or not to seek recovery, what steps to take if We decide to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. You acknowledge that use of Our standards and procedures may not result in full or partial recovery for any particular case. We will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. In some instances, We may be able to obtain overpayment recoveries by applying (or offsetting) the overpayment against future payments to the provider made by Us. In effectuating overpayment recoveries through offset, We will follow Our established overpayment recovery rules which include, among other things, the prioritization of overpayment credits based on the age of the overpayment in Our system and funding type. In Our application of overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of overpayments. As a result, a plan may in some instances receive the benefit of an overpayment recovery before We actually receive the funds from the provider. Conversely, We may receive the funds before a Plan receives the credit for the overpayment. It is hereby understood that the parties may retain any interest that accrues as a result of these timing differences. Details associated with overpayment recoveries made through offset will be identified in the monthly reconciliation report provided to the designated representative for Your Plan. We may initiate litigation to recover payments, but We have no obligation to do so. If We initiate litigation, You will cooperate with Us in the litigation. If this Agreement terminates, or, if Our recovery services terminate, We can continue to recover any payments We are in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

Section 4.12 Abuse and Fraud Management. We or Our affiliate will provide services related to the detection, prevention, and recovery of abusive and fraudulent claims.

Our Abuse and Fraud Management processes will be based upon Our proprietary and confidential procedures, modes of analysis and investigations.

We will use these procedures and standards in delivering Abuse and Fraud Management services to You and Our other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if We decide to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

You delegate to Us the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers.

You acknowledge that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. We do not guarantee or warranty any particular level of prevention, detection, or recovery. We agree to perform Abuse and Fraud Management services pursuant to the industry standards for such services.

For each fraud and abuse recovery, a fee will apply as set forth in Exhibit A. This fee includes all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, draft legal documents, and We will credit the recovery amount to You. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. You will be given the option to participate or decline participation in the settlement. If this Agreement terminates, or if Our claim recovery services terminate, We can elect to continue fraud and abuse recoveries that are in progress, and the fees will continue to apply.

Section 4.13 Assistance with General Plan Administration. We will provide administrative services including (i) administration forms and service orientation, (ii) a toll-free customer service telephone line for Participants, (iii) enrollment support, and (iv) identification cards for Participants. Custom services, such as special forms or administrative support that exceeds the level standardly offered to Our self-funded customers will be subject to an additional fee determined by Us.

We will provide You with Our standard reports for self-funded customers and eight (8) Ad Hoc reports, including but not limited to a claim dump or UNET out of company medical claims extract which fully reveals actual claim data, per calendar year at no additional cost. You may request that We provide additional reports. If We agree to provide them, an additional cost for each additional Ad Hoc report may apply. If reports are provided through Our Systems, We further reserve the right, from time to time, to change the content, format and or type of Our standard reports.

You may request that We provide services in addition to those set forth in this Agreement. If We agree to provide them, those services will be governed by the terms of this Agreement, unless otherwise specified in an amendment to this Agreement. You will pay an additional fee, determined by Us, for these additional services.

Section 4.14 Employee Benefit Booklet. We will prepare a customized draft of a Employee Benefit Booklet necessary for each plan ("SPD"). For purposes of this provision, plan means each individual plan design administered by Us. We will provide one additional draft, in response to Your comments, and a final draft SPD. The SPD will be in English. We will print each SPD in Our standard size and with Our standard cover in a quantity equal to 110% of the number of Employees participating in the plan, and ship to a single location. You agree to distribute these SPDs in accordance with applicable laws.

You will also furnish additional SPD information as may be required under applicable laws. You will be responsible for the legal sufficiency of the SPD, including any legally required information.

Section 4.15 Electronic Standard Transactions. We will comply with all applicable provisions of the Standards for Electronic Transactions Regulation (the "Standards"). We will also require any of Our

contractors, subcontractors, or other agents that assist Us in conducting standard transactions to comply with the Standards in writing. We will not (i) change the definition, data condition, or use of a data element or segment as prohibited in the Standards, (ii) add any data elements or segments to the maximum defined data set as prohibited in the Standards, (iii) use any code or data elements that are either marked "not used" in the Standards' implementation specification or are not in the Standards' implementation specification(s), or (iv) change the meaning or intent of the Standards' implementation specification(s).

Section 4.16 Health Insurance Portability and Accountability Act of 1996. We will produce Certification of Coverage forms for Participants who have lost or lose coverage under the Plan on or after the Effective Date of this Agreement, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This certification will be based on eligibility and termination data that You will provide Us in accordance with Our data specifications. The Certification of Coverage forms will only include periods of coverage for which We have administered the Plan.

The Certification of Coverage forms will be based only on data that is currently indicated and available to Us in Our eligibility systems as of the date that the form is generated. We will give You reasonable advance notice of all additional data requirements for form completion and You agree to provide that information on a timely basis.

We reserve the right to discontinue providing this service if You do not provide the data We request in a timely manner.

Section 4.17 Medical Benefit Drug Rebate Payments. We acknowledge that You have selected a different vendor as Your pharmacy benefit manager. Nonetheless, from time to time, We or an intermediary may negotiate with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit under this Agreement. You will receive 80% of the medical benefit Rebates We receive in connection with prescription drug products dispensed to Participants under the Plan's medical benefit under this Agreement. We will retain the balance of such medical benefit Rebates as part of Our compensation under this Agreement.

If We are not able to make payment to You within thirty (30) calendar days of Our receipt of medical benefit Rebates, We will pay interest on medical benefit Rebates We receive from the 31st calendar day forward after Our receipt of the medical benefit Rebates, until We pay You Your medical benefit Rebates. We will pay medical benefit Rebates to You no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect as of the date We pay You. We will retain any interest earned up to the thirty (30) calendar day point, and upon Your request, We will provide information on the amount of such interest.

You will only receive Your medical benefit Rebates to the extent that medical benefit Rebates are actually received by Us. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents Us from receiving medical benefit Rebates, the amount You receive may be reduced or eliminated.

You agree that during the term of this Agreement, neither You nor the Plan will negotiate or arrange or contract in any way for medical benefit Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit under this Agreement. In the event You or the Plan negotiates or arranges or contracts with a drug manufacturer for medical benefit Rebates on or the purchase of prescription drug products under the Plan's medical benefit, under this Agreement We may, without limiting Our right to other remedies, immediately terminate Your and Plan's entitlement to medical benefit Rebates (including forfeiture of any medical benefit Rebates earned but not paid) under this Agreement.

In addition, to reasonably cooperate with Us in order to obtain medical benefit Rebates, You agree to reasonable requests related to obtaining medical benefit Rebates that We may communicate to You from time to time.

Intermediary Compensation: If an intermediary is involved in negotiating with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit under this Agreement, it may retain a portion of the gross

amounts received from drug manufacturers in connection with such products. We will provide information on the amount retained by the intermediary as compensation for its services, in advance of Your execution of this Agreement, which information is Our Proprietary Business Information under the terms of this Agreement. In addition, We will provide You with thirty (30) days advance notice of any material increase in intermediary compensation or material changes in the method for intermediary compensation. If at any time You do not find the intermediary compensation acceptable, You may terminate the medical benefit Rebates services under this Agreement after thirty (30) days advance written notice to Us in accordance with the notice provisions of Section 15.7 of this Agreement.

Section 4.18 Facility Reasonable Charge Determination and Negotiation Reductions. We will evaluate certain facility-billed charges which may exceed reasonable charges under the terms of the Plan. We will negotiate with the facility as needed for reduction of billed charges in accordance with appropriate guidelines. The additional charge for this service is described in Exhibit A.

We can terminate the Facility Reasonable Charge program in whole or in part at any time for any reason.

In the event of termination, We can elect to continue any reviews and negotiations that are in progress at the time of termination. The additional service charge described in Exhibit A will continue to apply.

Section 4.19 Shared Savings Program. We may make Our Shared Savings Program available to some or all of Your Plan Participants. This program provides access to discounted charges made available to Us from health care providers who contract with, or will negotiate with, a third party to provide such discounted charges.

The amount payable under discounted portions of the Plan will be based on the Shared Savings Plan's discounted charges. If a Participant is enrolled in a network plan and receives services from a Network Provider benefits payable for that provider's services will be based on the applicable rates for fees included in Our agreement with that provider. These benefits will not be included in the calculation of the "Savings Obtained" under the Shared Savings Programs, and the service fee for the Shared Savings Program will not apply to these benefits.

You understand that the services under this program provide access to provider discounts only. These providers are not part of Our Managed Care Network. Therefore, Our services under this program do not include credentialing of providers or other Managed Care Network services. We are not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services under the Shared Savings Program.

We can terminate all or part of the Shared Savings Program at any time for any reason. You can terminate the program at any time for any reason by giving Us written notice. We will implement the termination within a reasonable period of time after receiving the notice.

Section 4.20 Access to Participant EOB Information. We will make access to participant EOB information available to You through Our employer portal, in accordance with this Section. To the extent You choose to access such information, You delegate to Us the discretion and authority to develop and use standards and procedures for providing You with such access under this Amendment.

Prior to accessing participant EOB information, You agree to obtain and maintain any individual authorizations that may be required in accordance with applicable law, including, but not limited to, HIPAA, federal laws governing the confidentiality of substance abuse and mental health records, and state laws governing the confidentiality of categories of sensitive information, such as HIV, sexually transmitted disease and genetic testing. In addition, You agree to obtain and maintain any required individual authorizations for both Participants and their dependents, as required by applicable law. You acknowledge that in order for the Plan or its designee to lawfully disclose PHI to You, acting as Plan Sponsor, the Plan must fully comply with the HIPAA privacy regulations. You further acknowledge that appropriate steps have been taken for the Plan to be in full compliance with the HIPAA privacy regulations, including but not limited to, the maintenance of a Privacy Notice to be distributed upon request by an Individual.

You represent, warrant and certify that the Plan has amended both its plan documents and its privacy notice, in accordance with HIPAA, to include specific provisions referencing Your available access to participant EOB information. You also represent, warrant and certify that You have not delegated the function of enrollee advocacy to Us.

Upon Our request, You agree to deliver to Us copies of Your amended plan documents, privacy notice, and any individual authorizations that You have obtained and maintained, as well as any other relevant documentation, to evidence Your compliance with applicable law and this Agreement.

You agree to hereby release Us from any contractual liability, arising directly or indirectly, out of the Business Associate Agreement between the Parties and arising directly or indirectly from access to participant EOB information on the employer portal. Further, You also agree to defend, indemnify and hold Us harmless against any and all claims, liabilities, judgments or damages asserted against, imposed upon or incurred by Us that arise out of any violation of this Section by You.

Section 5 - Service Fees

Section 5.1 Service Fees. You will pay Us fees for Our services. The service fees listed in Exhibit A of this Agreement are effective for the Agreement Period shown in the Exhibit. In addition to the service fees specified in Exhibit A, You must also pay Us any additional expense or fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 5.2 Changes in Service Fees.

We can change the services fees listed in Exhibit A (i) any time there are changes made to this Agreement or the Plan, which affect the fees, (ii) when there are changes in laws or regulations which affect the services We are providing, or will be required to provide, under this Agreement, (iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more, or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size of 1.88. Any new service fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If You do not agree to any change in service fees, You may terminate this Agreement upon thirty (30) days written notice after You receive written notice of the new fees. You must still pay any amounts due for the periods during which the Agreement is in effect.

Section 5.3 Due Dates, Payments, and Penalties. In some cases, We will bill You for the amounts that You owe or We estimate You owe Us. In these cases, the amounts owed are due and payable on the Due Date shown on the bill. In other cases, We will provide You with advance statements in advance that You complete and either send to Us or verify through electronic acknowledgement. For advance statements, the Due Date for payment is the first day of the next calendar month.

Late Payment: If amounts owed are not paid within fifteen (15) days after their Due Date ("Grace Period"), You will pay Us interest on these amounts at the one month London Interbank Offered Rate ("LIBOR"). You agree to reimburse Us for any costs that We incur to collect these amounts. Our decision to provide You with a Grace Period will be based on Our assessment of Your financial condition, as of the Effective Date, and Your compliance with material financial obligations. If We determine, based on reasonable information and belief, that Your financial condition has deteriorated, or You continue to fail to comply with the material financial obligations specified in this Agreement, We may remove the Grace Period upon notice to You and reserve the right to either charge interest on payments not received after the Due Date or terminate the Agreement if payments are not received by the Due Date.

Section 5.4 Reconciliation. For each Agreement Period, We will reconcile the total amounts You paid with the total amounts You owed. If the reconciliation indicates that We owe You money, Your next payment will be credited. If the reconciliation indicates that You owe Us money, We will invoice You for the amount due. The Due Date for these amounts is the first day of the next calendar month. You will pay

Us within thirty (30) days after receiving notice of the amounts that You owe Us. For payments made after this thirty (30) day period, You will pay Us interest on these amounts at the one month LIBOR rate.

If the Agreement is terminated, We will pay You the amount owed within thirty (30) days after We perform a final reconciliation. If the final reconciliation indicates that You owe Us money, You will pay Us within thirty (30) days after receiving notice of the amount owed.

For payments You make after thirty (30) days of receiving notice of the amounts that You owe Us, We will charge interest at the interest rate that We charge Our other self-funded customers.

Section 5.5 Initial Implementation Costs. In implementing the administration services, we each incur costs which reflect our investment in establishing and maintaining a long-term business relationship. The service fees and implementation credit that we are providing to You attributable to the Agreement Period is set forth in Exhibit A.

Section 6 - Providing Funds for Benefits

Section 6.1 Providing Funds for Benefits. The Plan is Self-Funded. You are solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers.

Section 6.2 Bank Account. We, on Your behalf, will open and maintain a Bank Account at the Bank to provide Us the means to access Your funds for the sole purpose of payment of Plan benefits. The Bank Account will be a part of the network of accounts that have been established at the Bank for Our self-funded customers. The funds in the Bank Account are Yours.

Section 6.3 Balance In Account. You will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. We will establish this amount based on expected Plan benefit payments, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and administrative fee payments) as determined by Us. We will determine if circumstances warrant increasing this minimum balance, and will notify You if and when the required balance or the amount identified above changes.

Section 6.4 Issuing and Providing Funds for Checks and Non-Draft Payments. The checks We write and issue to pay Plan benefits under this Agreement will be written on one or more common accounts that are a part of the network of accounts maintained at the Bank for Our self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify Us and We will direct the Bank to accept or reject the checks and direct the Bank to withdraw funds from the Bank Account to fund the checks that are cashed.

The non-draft payments We issue to pay Plan benefits under this Agreement will be paid from one or more common accounts that are a part of the network of accounts maintained at the Bank for Our customers. We will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments as they are issued.

Section 6.5 Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds We made to pay Plan benefits is completed, such as when an electronic funds transfer has been made to a health care provider to pay benefits under the Plan.

Section 6.6 Service Fees and Other Expenses. Funds will also be withdrawn from the Bank Account on the due date of any service fees which You have authorized to be paid to Us and for the payment of other Plan expenses such as state surcharges or assessments.

Section 6.7 Calls for Funds. The withdrawals for Plan benefits and service fees are paid for by the balance You maintain in the Bank Account.

Every 5 business day(s), You will transfer to the Bank Account the amount of funds which have been withdrawn from the Bank Account over the past 5 business day(s). You will transfer that amount using a method agreed upon by You, Us and the Bank. This transfer will replenish Your balance in the Bank Account. The number of days between transfers and the method of transfer are based on Your financial

condition as of the Effective Date as assessed by Us, as well as Your compliance with material financial obligations. We reserve the right to increase the frequency of such fund transfers and or change the method of transfer if We determine, based on reasonable information and belief, that Your financial condition has deteriorated, or You continue to fail to comply with the material financial obligations specified in this Agreement.

Section 6.8 Underfunding. If You do not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) You must immediately correct the deficiency and provide prompt notice to Us in either event. (2) If We learn of the funding deficiency, We will notify You so You can correct the deficiency. (3) You agree that We may stop issuing checks and non-draft payments and suspend any of Our other services under this Agreement for the period of time You do not provide the required funding. (4) If You do not make the required payment(s) to correct the funding deficiency, We may terminate this Agreement effective as of any date following two business days after We provide notice of the funding deficiency. At Your expense, We may also place stop payments on checks if We determine that You have insufficient funds in Your corporate funding Bank Account to honor such checks. You will pay interest on the amount of underfunding at the one month LIBOR rate. The notice provisions contained in Termination Events, Section 8.1, do not apply to this breach.

At the end of each claims processing time period, We will notify You of the amount needed to pay claims processed and fees that are due. Upon notice to You of the amount due for claims processed and fees that are due, You will fund the designated amount(s) within one business day via Automated Clearing House (ACH) transfer to the designated Bank Account for payment of Plan benefits. You will initiate the fund transfers unless We determine that Your financial condition as of the Effective Date, as assessed by Us, has deteriorated or You fail to comply with the material funding and financial obligations specified in this Agreement. If either condition occurs, You agree to authorize Us to initiate the transfers.

Section 6.9 Outstanding Checks. We will send a search letter to the payee on all checks that have not been cashed within six (6) months. We will stop payment on all checks We have issued under this Agreement that have not been cashed within twelve (12) months and provide You with reports You need for the purpose of performing escheat.

Section 6.10 Termination of Agreement. When this Agreement terminates, the funding method for Plan benefits will remain in place for a limited period of time. That time period will be dependent upon run-out administration. After this period, that funding method will cease. You will then deposit and maintain in the Bank Account enough funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks. This period will be reasonable, as determined by Us, and applied on a consistent basis to Our self-funded customers. We will stop payment, on all checks that remain uncashed at the end of this period and You will request in writing to close the Bank Account and recover any funds remaining in it. We will provide bank statements and Bank Account reconciliation reports, including reports You need for the purposes of escheat.

Section 7 - Term Of The Agreement

Section 7.1 Services Begin. We will begin providing You claim processing services under this Agreement on the Effective Date. These services apply only to claims for Plan benefits that are incurred on or after the Effective Date.

This Agreement will apply for an initial Agreement Period commencing on the Effective Date and will automatically continue for one additional twelve month period upon the same terms and conditions as set forth herein unless this Agreement is terminated.

Section 7.2 Services End. Our services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, We may agree to continue providing certain services beyond the termination date, as provided in Section 8.2.

Section 8 - Termination Of The Agreement

Section 8.1 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Agreement Period, either party gives the other party at least sixty (60) days prior written notice, (iv) We give You notice of termination because You did not pay the fees or other amounts You owed Us when due under the terms of this Agreement, (v) You fail to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by You or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or Us and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (viii) As otherwise specified in this Agreement. In addition to the foregoing, You shall have the option to terminate this Agreement, at any time, for whatever reason, upon six (6) months written notice.

Section 8.2 Run-Out Administration. We will provide run-out claim processing services for a period of six (6) months following the Agreement's termination. At the end of the initial run-out period the parties may agree to extend the run-out period for an additional period of time. The fee for any additional run-out period shall be negotiated between the parties prior to the expiration of the initial run-out period. This provision applies only to claims for health services incurred prior to the termination date. All other terms of this Agreement will apply to these post-termination services. However, We will not provide these services after the Agreement's termination, if the Agreement was terminated because You failed to pay Us fees due, You did not provide the funding required under Section 6.3, or when We terminate for any other material breach. We will process run-out claims for a period of six (6) months after termination of the Agreement for an additional fee. The fee for processing run-out claims is equal to the administrative service fee at the time of termination times the average number of Employees for the three (3) month period preceding termination, times two. Fees for additional periods of run-out, if any, will be negotiated. We will only process run-out claims if You are current with Your financial obligations to Us.

Section 8.3 Funding After Termination. When this Agreement terminates, the funding method for Plan benefits will remain in place for a limited period as determined by the parties. At the end of this period, We will place stop payments, at Your expense, on all checks that remain uncashed.

Section 9 - Records, Information, Audits

Section 9.1 Records. We will keep records relating to the services We provide under this Agreement for as long as We are required to do so by law. However, We acknowledge that You are the owner of all Plan, Participant, information and records created exclusively for You that We obtain related to the services provided by Us under this Agreement.

Section 9.2 Access to Information. If You need information in Our possession for purposes other than an audit, but in order to administer the Plan, We will provide You access to that information, if it is legally permissible, the information relates to Our services under this Agreement, and You give Us reasonable advance notice and an explanation of the need for such information.

You represent that You have reasonable procedures in place for handling PHI, as required by law. You will only use or disclose PHI to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

We will provide information, such as claim experience or raw data only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless You demonstrate that the information is required by law or for Plan administration purposes.

We also will provide reasonable access to information to an entity providing Plan administrative services to You, such as a consultant or vendor, if You request it. Before We provide PHI 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.

Section 9.3 On Site Audits. During the term of the Agreement, and at any time within six (6) months after providing run-out services, You or a mutually agreeable entity may audit Us to determine whether We are fulfilling the terms of this Agreement. Prior to the commencement of this audit, We must receive a signed, mutually agreeable confidentiality agreement.

You must advise Us in writing of Your intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable. All audits will be limited to information relating to the calendar year in which the audit is conducted, and or the immediately preceding calendar year. With respect to Our transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique ("Scope").

You will pay any expenses that You incur in connection with the audit. In addition, You will be charged a reasonable per claim charge for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days or up to ten (10) business days if requested upfront; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated six (6) months after the run-out services. The additional fees referenced in the prior sentence cover the additional resources, facility fees, and other incremental costs associated with any audit outside of the parameters described in the prior sentence.

In addition to Your expenses and any applicable fees, You will also pay any reasonable extraordinary expenses (ie: overnight courier services) We incur in connection with the audit. For any audit initiated after this Agreement is terminated and after a six (6) month run-out period, You will pay all expenses incurred by Us.

You will provide Us with a copy of any audit reports within 30 days after You receive the audit report(s) from the auditor.

Section 9.4 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business 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 Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or representatives needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. This provision shall survive the termination of this Agreement.

You understand and acknowledge that We deem Our Proprietary Business Information as confidential and trade secret information in accordance with Wisconsin Public Access Law at Wis. Stat. sec. 13.31-19.37. You also understand and acknowledge that Our Proprietary Business Information would be exempt from public disclosure under Wis. Stat. sec. 19.31-19.37 and will not be released without Our prior written consent. If a request is made for Our Proprietary Business Information, You will notify Us, in writing, within three (3) business days of Your receipt of any such request for Our Proprietary Business Information. Failure to provide such notice shall constitute a material breach of this Agreement. Such written notice shall, at a minimum, include a copy of the request for Our Proprietary Business Information. You will give Us ten (10) days notice to process the request and to seek the necessary injunction to prevent such release of Our Proprietary Business Information. You will cooperate with Us if We choose to object to any such requests for Our Proprietary Business Information.

Section 9.5 SAS 70 Reports. We may periodically provide You with Our SAS 70 report ("Report") for Your review in connection with Plan administrative purposes only. The Report is Our Proprietary Business Information and shall not be shared with any third parties without Our prior written approval; provided, however, that You can share the Report with: (i) Your independent public accounting firm, and/or (ii) Your consultants, provided that such consultants are not in any way a competitor of ours. To the extent that You do provide the Report to Your independent public accounting firm or a consultant as permitted herein, You shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 9.6 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement as Exhibit D.

Section 10 - System Access

Section 10.1 System Access. We grant You the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. You agree that all rights, title and interest in the Systems and all rights in patents, copyrights, trademarks and trade secrets encompassed in the Systems will remain ours. To obtain access to the Systems, You will obtain, and be responsible for maintaining, at no expense to Us, the hardware, software and Internet browser requirements We provide to You, including any amendments thereto. You will be responsible for obtaining an Internet Service Provider or other access to the Internet. You will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by Us in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Your right to access and use Systems, to any other person or entity which is not a party to this Agreement. You may designate any third party to access Systems on Your behalf, provided the third party agrees to these terms and conditions of Systems access and You assume joint responsibility for such access.

Section 10.2 Security Procedures. You will use commercially reasonable physical and software-based measures, and comply with Our security procedures, as may be amended from time to time, to protect the System, its functionalities, and data accessed through Systems from any unauthorized access or damage (including damage caused by computer viruses). You will notify Us immediately if any breach of the security procedures, such as unauthorized use, is suspected.

Section 10.3 System Access Termination. We reserve the right to terminate Your System access (i) on the date You fail to accept the hardware, software and browser requirements provided by Us, including any amendments thereto or (ii) immediately on the date We reasonably determine that You have (i) breached, or allowed a breach of, any applicable provision of this Section 10 or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Your System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Section 8.2. You may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, You agree to cease all use of Systems, and We will deactivate Your identification numbers, passwords, and access to the System.

Section 11 - Taxes And Assessments

Section 11.1 Payment of Taxes and Expenses. We, or Our parent or affiliate companies as applicable, shall be registered in all taxing jurisdictions where We are legally required to register. Any state or local sales, use, excise, or other similar tax imposed on Us by virtue of this Agreement or the services provided by Us hereunder, or any such taxes imposed on You or the Plan, shall be collected from You by Us, and paid to the appropriate taxing jurisdiction by Us. In the event that any premium type or comparable Taxes are assessed against Us as the claims administrator related to Our services or fees provided under this Agreement (but not Taxes on Our net income, corporate existence, property, payroll, licensing or regulatory taxes or utility taxes) the parties will discuss the need for and timing of a change in service fees to accommodate any such change in the law. Notwithstanding the foregoing, the parties agree that the surcharges such as the New York Health Care Reform Act or the Massachusetts Uncompensated Care surcharge, or similar surcharges, which are processed as part of the claim payment, will be debited through the Bank Account.

If a premium type or other comparable tax is directly assessed against the Plan rather than Us as claims administrator, You will retain full responsibility and control over the matter and We will provide reasonable cooperation and assistance.

Section 11.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, You agree to comply with these requirements.

Section 11.3 Surcharges. The Plan will remain responsible for state surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan.

Section 12 - Indemnification

Section 12.1 You Indemnify Us. You will indemnify Us and hold Us harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, We incur, including reasonable attorneys' fees, which arise out of (i) Your or Your vendors', subcontractors' or representatives' negligence or willful misconduct in the performance of Your or Your vendors', subcontractors' or representatives' obligations under this Agreement or any other agreements entered into by You with such third parties on Your behalf or (ii) Your material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. This provision shall not apply to the extent that We are in material breach of any of Our obligations under this Agreement. This provision shall survive the termination of this Agreement.

Section 12.2 We Indemnify You. We will indemnify You and hold You harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that You incur, including reasonable attorneys' fees, which arise out of (i) Our or Our vendors' failure to meet the Standard of Care in the performance of Our or Our vendors', subcontractors' or representatives' obligations under this Agreement, including but not limited to loss or theft of Participant identifiable information or (ii) Our material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, You will remain responsible for payment of benefits and Our indemnification will not extend to indemnification of You or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 13 - Plan Benefits Litigation

Section 13.1 Litigation Against Us. We will select and retain defense counsel to represent Our and the Plan's interests if a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against Us, or against the Plan and Us jointly, to recover Plan benefits, related to Our duties under this Agreement. ("Plan Benefits Litigation"). In actions against both You and Us, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. All reasonable legal fees and costs We incur will be paid by You (except as provided in Section 12.2) if We give You reasonable advance notice of Our intent to charge You for such fees and costs, and We consult with You in a manner consistent with Our fiduciary obligations on Our litigation strategy. You are not liable for any such legal fees and cost to the extent We have failed to meet the Standard of Care. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

In all events, You are responsible for the full amount of any Plan benefits paid as a result of such litigation. This provision shall survive the termination of this Agreement.

Section 13.2 Litigation Against You. If litigation or administrative proceedings are begun against You and or the Plan, You will select and retain counsel, and You will be responsible for all legal fees and costs in connection with such litigation, except as provided in Section 12.2. We will cooperate fully in the defense of litigation arising out of matters relating to this Agreement. This provision shall survive the termination of this Agreement.

Section 14 - Mediation

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in Milwaukee, Wisconsin or a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 15 - Miscellaneous

Section 15.1 Subcontractors. We can use Our affiliates as subcontractors, or other subcontractors, to perform Our services under this Agreement. We will be responsible for those services to the same extent that We would have been had We performed those services without the use of an affiliate or subcontractor.

Section 15.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, We can assign this Agreement, including all of Our rights and obligations to Our affiliates, to an entity controlling, controlled by, or under common control with Us, or a purchaser of all or substantially all of Our assets, subject to notice to You of the assignment.

Section 15.3 Governing Law. This Agreement is governed by the applicable laws of the State of Wisconsin. This provision shall survive the termination of this Agreement.

Section 15.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 15.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 15.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 15.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 15.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, You grant Us permission to use Your name, logo, service marks, trademarks or other identifying information to the extent necessary for Us to carry out Our obligations under this Agreement (e.g. on SPDs and ID cards).

Section 15.9 Producer Compensation. We pay brokers and agents (referred to collectively as "producers") compensation for their services in connection with the sale of Our third party administrative

services, in compliance with applicable law. We pay "base commissions" based on factors such as the type of services sold, total amount of administrative fees, group size, and number of employees. These commissions are reflected in the administrative service rate. In addition, We may pay bonuses pursuant to bonus programs established from time to time which are designed to encourage the provision of information regarding new products and provide incentives to achieve production targets, persistency levels, growth goals and other objectives. Bonuses are not reflected in the administrative service fees but are paid from Our general administrative expenses. In general, Our total bonuses are less than 10% of total producer compensation paid but the percentage may be higher in certain situations. It is Our policy not to pay commissions to producers with respect to a product for which the customer is also paying the producer a commission or other fee. Please note We also make payments from time to time to producers for services other than those relating to the sale of services (for example, compensation for services as a general agent or as a consultant). We have taken steps to ensure that producers properly disclose their compensation arrangements to their customers, but We cannot guarantee the producer's compliance. For general information on Our producer payment arrangements, including the approximate percentage of total compensation that total bonus payments comprise, please go to <http://www.uhc.com> and click on the drop down box for employers under "View Our Programs - Producer Payment Programs." For specific information about the compensation payable with respect to Your particular situation, please contact Your producer.

Section 15.10 Force Majeure. Neither party will be liable to the other for any delay, damage, loss or injury resulting from or arising from any cause or condition beyond reasonable control, and without the intentional misconduct or negligence of that party, or, from any cause, the nonoccurrence of which was a basic assumption upon which this Agreement was entered. However, any delay or failure to perform must be such that it could not have reasonably have been foreseen or provided against by the non-performing party, and further provided that the non-performing party exercises such diligence as the circumstances may require. Moreover, the delay or other results of a force majeure cause or condition shall not be grounds for a termination for default or for cause. Such force majeure causes or conditions which may excuse performance or delay include, but are not limited to, acts of God or the public enemy, administrative rules, regulations, or acts of government agencies or instrumentalities, unavailability or shortages of electrical power, labor, transportation, raw materials or usual means of supply, war or insurrection, mobilization of the armed forces, fire, flood, or unusually severe weather, earthquake, embargos, strikes or labor disputes, epidemic, pandemic, and any other cause beyond a party's control (individually hereinafter referred to as "Force Majeure Event").

Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from further performance or observance of the obligations so affected so long as such circumstances caused by the Force Majeure Event prevail and such non-performing party uses its reasonable efforts to recommence performance or observance of said obligations.

Section 15.11 Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs. While providing Our services under this Agreement, We shall not discriminate in Our employment practices against any employee or applicant for employment because of race, color, religion, national origin, age, gender or handicap. We agree to strive to implement the principles of equal employment opportunities through an Affirmative Action program. The program shall have its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Our workforce, where these groups may have been previously under-utilized and under represented. When a violation of the non-discrimination, equal opportunity, or affirmative action provisions of this section have been determined by You, We shall immediately be informed of the violation and directed to take all action necessary to halt the violation, and immediately take steps to prevent further violations.

Section 15.12 Disadvantaged Business Enterprise Utilization. We shall comply with Milwaukee County Ordinance Chapter 42 and 49 CFR Part 26, which has an overall goal of seventeen (17%) percent participation of certified disadvantaged business enterprises (DBEs) on professional service non-construction contracts. In accordance with this, We shall make a good faith effort to ensure that DBEs have

the maximum opportunity to participate in this project. During the performance of this Agreement, You reserve the right to conduct compliance reviews relative to such DBE requirements. If We are not in compliance with the DBE utilization plan, You will notify Us in writing of the corrective action that will bring Us into compliance. Our failure to take such corrective action as directed by You, may take one or more of the following actions: (1) termination of this Agreement in accordance with Section 8.1 Termination, (2) remove Us from the list of qualified proposers and refuse to accept future proposals for a period not to exceed three (3) years, or (3) impose other appropriate sanctions.

EXHIBIT A - SERVICE FEES AND FINANCIAL COMMENTARY

This exhibit lists the service fees You must pay Us for Our services during the term of the Agreement. You acknowledge that the amounts paid for administrative services are reasonable.

Administrative Service Fees – Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in Exhibit B Performance Guarantees or Exhibit C Network Provider Discounts.

The Standard Medical Service Fees are the sum of the following:

Effective January 1, 2009 to January 1, 2010:

- \$24.50 per month per Employee covered under the "United HealthCare Choice" portion of the Plan.
- \$21.45 per month per Employee covered under the "United HealthCare Choice Plus" portion of the Plan.

Effective January 1, 2010 to January 1, 2011:

- \$24.50 per month per Employee covered under the "United HealthCare Choice" portion of the Plan.
- \$21.45 per month per Employee covered under the "United HealthCare Choice Plus" portion of the Plan.

Effective January 1, 2011 to January 1, 2012:

- \$25.24 per month per Employee covered under the "United HealthCare Choice" portion of the Plan.
- \$22.09 per month per Employee covered under the "United HealthCare Choice Plus" portion of the Plan.

Implementation Credit

- A one-time Implementation Credit of \$25,000 to be applied toward your first month's fees, but used to reduce your binder check requirement, as per your request.

Service Fee for Facility Reasonable Charge Determination and Negotiation

You will pay a fee for Our services, equal to thirty percent (30%) of the amount of reductions obtained through Our efforts.

We will bill You for the amounts You owe Us. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.

Service Fee for Shared Savings Program

You will pay a fee equal to thirty-five percent (35%) of the "Savings Obtained" as a result of the Shared Savings Program. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.

Service Fee for Fraud and Abuse Management

You will pay Us a fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount.

Service Fee for Claim Recovery Services and Third Party Liability Recovery (subrogation)

We will retain thirty-three and one-third percent (33 1/3%) of the gross recovery amount as Our fee.

The above service fees are based on the following assumptions:

1. Contract is on a total replacement basis.
2. Fees are based on New Dates of Loss and claims with dates of services on or after the effective date.
3. Assume contribution levels to be at least 70% employer contributions for Employees and 50% for dependents.
4. Coverage is contingent upon a minimum participation of 75% of eligible Employees.
5. Commission is excluded.
6. UnitedHealthcare reserves the right to revise the service fees under the following circumstances:

The number of covered Employees and dependents increases or decreases by more than 10% from what is shown in the financial rate exhibit. ?

The average contract size, defined as the total number of enrolled members divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size of 1.88.

The benefits or service requirements requested and/or quoted change prior to or after the effective date.

Changes in federal, state or other applicable legislation or regulation require changes to service fees.

7. A signed Administrative Service Agreement must be submitted prior to the effective date of your claim processing services. The effective date may be delayed if the Agreement is not signed.

8. In the unlikely event that the arrangement is terminated by Milwaukee County (WI), without cause, during the first six (6) months of the Agreement Period, reasonable, direct, incremental and necessary implementation costs incurred by UnitedHealthcare with respect to this Agreement, will be the responsibility of Milwaukee County (WI), subject to verification of such amounts by County prior to payment.

9. Fee payment terms:

- i. Fee payment is due for undisputed amounts within 30 days of the County's receipt of an invoice from UnitedHealthcare.

- a. All fees included in the monthly invoice shall be itemized.
- b. County will remit payment to United through electronic funds transfer.

- ii Annual reconciliation fees associated with ASO contracts are due upon receipt of notice of the due, with an Expected Receipt Date of 30 days thereafter. After 30 days we will assess an interest penalty on any unpaid amount. All invoice and annual reconciliation amounts due from County are subject to review and verification by County prior to payment being due and payable.

10. The contracting company provides deposits and maintains a balance in the bank account equal to not less than X days of expected bank account activity. This amount will be based on X days of mature expected plan benefit payments with appropriate adjustments for anticipated non-daily activity (e.g. prescription drug benefits and other routine administrative fee payments.) The number of days is a function of the function of the frequency and method of transfer.

"X days" formula: Weekly Transfer: FedWire = 5 Days, ACH = 6 days. Daily Transfer: FedWire = 1 Day, ACH = 2 Days

EXHIBIT B - PERFORMANCE STANDARDS FOR HEALTH BENEFITS

Adjustment to Standard Service Fees

The standard medical service fees payable by You for the services provided under the Agreement will be adjusted in accordance with the performance standards set forth in this Exhibit. However, this provision only applies if service fees are paid by You in accordance with the terms of the Agreement. Unless otherwise specified, these standards apply to the medical benefits and are effective throughout the term of the Agreement, the "Guarantee Period." The settlement of deductions will be performed on an annual basis at the time of the year-end reconciliation. With respect to the specific measurement of our performance addressed in this Exhibit, the fee adjustments described herein shall be your exclusive financial remedy with regard to our performance of the services specified in this Exhibit; however, nothing herein shall preclude or limit you in seeking any other remedy including but not limited to indemnification that may be available to you under the Agreement if you incur costs or damages that exceed the total amount of fee adjustments.

Administrative/Implementation Performance Standards

Use of a Formal Implementation Plan

Case implementations generally require the timely and accurate completion of tasks by Us and by You. The completion of one task may be dependent on the completion of another task by the other party. It is imperative, therefore, that a formal implementation plan, which defines key tasks, dependencies and completion dates, be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on Your part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee. These implementation guarantees do not apply to Our ongoing performance.

ID Cards

We will mail 99.00% of the ID cards within 10 business days after the final member eligibility data has been system loaded and passed a quality assurance check and system load test.

Failure to deliver on the ID Card guarantee will result in a credit to the service fees set forth in Exhibit A. The maximum amount of the credit will be \$62,000. The actual credit amount will be calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. This applies in year 1 only.

ID Card turnaround time guarantees are based on Our performance during the implementation process. These service performance measurements and guarantees do not apply to Our ongoing performance in this area.

Claim Ready Date

We will be ready to pay electronic claims through the UNET claims systems by the later of the designated Effective Date or within 18 business days after the following key implementation plan tasks are completed:

- Account structure (e.g. reporting and billing splits) is defined and agreed to.
- Benefit plan details (e.g. insuring rules and coverages) are defined and agreed to.
- Final member eligibility has been received from You and successfully tested by Us.

- If so negotiated, deductibles and lifetime maximums from the previous carrier must be revised and loaded electronically.

Failure to deliver on the Electronic Claim Ready Date guarantee will result in a credit to the service fees set forth in Exhibit A. The maximum amount of the credit will be \$62,000. This applies in year 1 only.

Eligibility Loading

We will load implementation medical eligibility tapes within 3 business days of receipt. A tape load will be considered to have met the standard if the elapsed time between the date the tape is received by Us and the date upon which the tape is loaded to the eligibility system(s) is 3 business days or less. The guarantee is waived for tapes that cannot be loaded due to tape errors or for tapes that require reformatting of data. Tapes must be received prior to 12:00 noon, Eastern Time, on the date as determined by a preset schedule of tape delivery dates. Otherwise, written notification of tape delivery (off-schedule) must be provided and receipt confirmed by Us. If the tape is received after 12:00 noon, Eastern Time, the Guarantee Period commences the following business day.

Failure to load medical eligibility tapes to the eligibility system(s) within 3 business days will result in a credit to the service fees set forth in Exhibit A. The maximum amount of the credit will be \$62,000. This applies in year 1 only.

Claim Operations Performance Standards

For the following "Claim Operations Performance Guarantees", the term "claim" shall mean a written request for payment of a Plan benefit made by an enrollee, physician or other health care provider.

Time to Pay

We will complete processing of ninety-four percent (94%) of all claims We receive within 10 business days of receipt, as evidenced by Our date stamp. Timeliness will be measured using the "Time to Pay" report produced by Us on a monthly basis. The overall performance period result is recalculated using the raw data for the period. The "Time to Pay" results are always rounded to the nearest whole percent.

Time to Pay will be measured based upon the agreed upon measurement criteria. For the Agreement, the criteria will be based upon the results of the office servicing Your account.

A claim will be considered processed when the claim has been completely reviewed and a payment determination has been made. Time to pay is measured the same way regardless of the timing of Our responses to a claimant.

Failure to maintain a ninety-four percent (94%) score for the Guarantee Period will result in a credit to the service fees set forth in Exhibit A. Failure to process below ninety-four percent (94%) of all claims within fifteen (15) days throughout the term of the Agreement shall be a material breach of the Agreement.

The maximum amount of the credit will be \$62,000. Credits against this performance measure will be applied on a gradient as follows:

94% within 11 business days	\$12,400
94% within 12 business days	\$24,800
94% within 13 business days	\$37,200
94% within 14 business days	\$49,600
94% within 15 or more business days	\$62,000

Financial Accuracy

We will maintain a Financial Accuracy rate of not less than ninety-nine and three tenths percent (99.30%) for the Guarantee Period. Financial Accuracy is measured by collecting a statistically significant random sample of claims processed. The sample is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars submitted for payment. The measurement will be done by Our standard internal quality assurance program based on a periodic audit of all claims processed by the office servicing Your account. The overall performance period result is recalculated using the raw data for the period.

Failure to maintain a ninety-nine and three tenths percent (99.30%) score for the Guarantee Period will result in a credit to the service fees set forth in Exhibit As. Failure to maintain below ninety-eight and three tenths percent (98.30%) score throughout the term of the Agreement shall be a material breach of the Agreement. The maximum amount of the credit will be \$62,000. Credits against this performance measure will be applied on a gradient as follows:

99.29% - 99.06% paid correctly	\$12,400
99.05% - 98.81% paid correctly	\$24,800
98.80% - 98.56% paid correctly	\$37,200
98.55% - 98.30% paid correctly	\$49,600
Less than 98.30% paid correctly	\$62,000

Procedural Accuracy

We will maintain a Procedural Accuracy rate of not less than ninety-seven percent (97%) for the Guarantee Period. Procedural Accuracy is measured by collecting a statistically significant random sample of claims processed. The sample is reviewed to determine the percentage of claims processed without non-financial errors.

The measurement will be done by Our standard internal quality assurance program based on a periodic audit of all claims processed by the office servicing Your account. The overall performance period result is recalculated using the raw data for the period.

Failure to maintain a ninety-seven percent (97%) score for the Guarantee Period will result in a credit to the service fee set forth in Exhibit A. Failure to maintain below ninety-five percent (95%) Procedural Accuracy score throughout the term of the Agreement shall be a material breach of the Agreement. The maximum amount of the credit will be \$62,000. Credits against this performance measure will be applied on a gradient as follows:

96.99% - 96.50% paid correctly	\$12,400
96.49% - 96.00% paid correctly	\$24,800
95.99% - 95.50% paid correctly	\$37,200
95.49% - 95.00% paid correctly	\$49,600
Below 95.00% paid correctly	\$62,000

Items Excluded From Claim Operations Performance Measurements

With some products (e.g. HMO), financial reimbursement arrangements are contractually negotiated with providers (physicians, labs, etc.), which budget the payment they receive for certain services. Periodic payments are made to the providers in return for their agreement to provide the negotiated services to network Participants. Services provided under these arrangements are not processed as a typical "claim" and, as a result, results from the networks featuring these arrangements are not included in the performance statistics outlined above.

The claims that are included in Claim Operations performance categories are limited to medical claims processed through the UNEI claims system(s). Claims processed through any other system, including claims for other products such as vision, dental or pharmacy coverage, are not included in the calculation of the performance measurements stated above.

Customer Phone Service Performance Standards

Average Speed to Answer

This standard applies to the claim team(s) and/or the customer service team(s) which provide service for Your Participants. We will guarantee that calls will sequence through Our automated telephone call distribution system and be answered by a customer service representative in 30 seconds or less, on average. The Average Speed to Answer will be measured by the standard tracking reports produced by Our automated phone system for all Your participants' calls handled by the team servicing Your account during the Guarantee Period.

The calculation of Our performance against this target is based upon the weighted average results for all teams servicing Your account. The weight will be determined based on the percentage of participants served by each team.

If the Average Speed to Answer for the Guarantee Period is greater than 30 seconds, on average, this will result in a credit to the service fees set forth in Exhibit A. Failure to answer telephone calls within more than thirty-eight (38) seconds throughout the term of the Agreement shall be a material breach of the Agreement. The maximum amount of the credit will be \$62,000. Credits against this performance measure will be applied on a gradient as follows:

32 seconds or less	\$12,400
34 seconds or less	\$24,800
36 seconds or less	\$37,200
38 seconds or less	\$49,600
Greater than 38 seconds to answer	\$62,000

Abandonment Rate

This standard applies to the claim team(s) and/or the customer services team(s) which provide service for Your Participants. We will guarantee that calls will sequence through Our automated telephone call distribution system such that the average abandonment rate will be no greater than two percent (2.00%). The Abandonment Rate results will be measured by the standard tracking reports produced by Our automated phone system for all Your participant calls handled by the team servicing Your account during the Guarantee Period.

The calculation of Our performance against this target is based upon the weighted average results for all teams servicing Your account. The weight will be determined based on the percentage of participants served by each team.

If the Abandonment Rate for the Guarantee Period is greater than two percent (2.00%) on average, for all locations providing member phone service to Your participants, this will result in a credit to the service fee set forth in Exhibit A. If the Abandonment Rate, at any time throughout the term of the Agreement is greater than four percent (4.00%) on average, it shall be deemed a material breach of the Agreement. The maximum amount of the credit will be \$62,000. Credits against this performance measure will be applied on a gradient as follows:

2.01% - 2.50% of calls abandoned	\$12,400
2.51% - 3.00% of calls abandoned	\$24,800

3.01% - 3.50% of calls abandoned	\$37,200
3.51% - 4.00% of calls abandoned	\$49,600
Greater than 4.00% of calls abandoned	\$62,000

Call Quality Score

We will maintain a Call Quality Score of not less than ninety-three percent (93.00%) for the Guarantee Period. Call Quality is measured by collecting a random sample of calls answered by the team(s) servicing Your account. The sample is reviewed to determine the percentage of customer service quality points earned. The measurement will be done by Our standard internal call quality assurance program based on periodic silent monitoring of calls made by Your participants. The overall performance period result is recalculated using the raw data for the period.

The calculation of Our performance against this target is based upon the weighted average results for all teams servicing Your account. The weight will be determined based on the percentage of participants served by each team.

If the Call Quality Score for the Guarantee Period is less than ninety-three percent (93.00%), this will result in a credit to the service fee set forth in Exhibit A. If the Call Quality Score, at any time throughout the term of the Agreement is less than eighty-five percent (85.00%), it shall be deemed a material breach of the Agreement. The maximum amount of the credit will be \$62,000. Credits against this performance measure will be applied on a gradient as follows:

91.00% - 92.00% score	\$12,400
89.00% - 90.00% score	\$24,800
87.00% - 88.00% score	\$37,200
85.00% - 86.00% score	\$49,600
Below 85.00% score	\$62,000

Employee Satisfaction Performance Standard

Overall Satisfaction

This standard applies to the customer service offices that provide services for Your participants. We will conduct, on an annual basis, a Customer Satisfaction Survey. The Overall Satisfaction question used reads: "Overall, how satisfied are You with the way We administer Your medical health insurance plan, such as processing Your claim or helping answer any questions or resolving any problems You may have?"

If less than eighty percent (80%) of the respondents, based on the average results for all centers providing services for Your Participants, are satisfied overall (i.e., if respondents do not respond with either completely satisfied, very satisfied or somewhat satisfied), this will result in a credit to the service fee set forth in Exhibit A. The amount of the credit will be \$31,000.

The guarantee does not apply to system platforms other than UNET or products not currently administered on UNET.

Employer Overall Satisfaction (Health Care Decision Makers)

We will conduct a customer satisfaction survey on at least an annual basis. This survey is conducted using the Account Management Scorecard survey instrument, and the results shared with Our customers. Based on Employer health care decision makers' overall satisfaction with UnitedHealthcare. The Overall Satisfaction Question reads, "Overall how satisfied are You with UnitedHealthcare?" On a scale where 0 means very dissatisfied and 10 means very satisfied, the guarantee has been met where the score is 5-10. If the response is a score of 0-4, this will result in a credit to the service fee set forth in Exhibit A. The amount

of the credit will be \$31,000.

Change in Reporting Format

We reserve the right from time to time to replace any report or change the format of any report referenced in these standards. In such event, the standard will be modified to the degree necessary to carry out the intent of the parties.

EXHIBIT C - NETWORK PROVIDER DISCOUNTS

Adjustment to Standard Service Fees

The Administrative Fees shown in Exhibit A for Employees covered under the United HealthCare *Choice and Choice Plus portions of the Plan, payable by You for the services provided under this Agreement, will be adjusted in accordance with the network provider discounts set forth in this Exhibit. Unless otherwise specified, these provider discounts are effective for the period from January 1, 2009 to January 1, 2010. The settlement of provider discounts will be performed on an annual basis at the time of the year end reconciliation.

We agree to offer a Discount Guarantee each calendar year. The amount at risk and in-network target percentage will be reset by August 1st for the following year based on the sold base administrative fees and projected in-network discounts for each subsequent year.

*Choice and Choice Plus Network Discount Guarantee	
Actual 1/1/2009 to 1/1/2010 Network Discount Percentage	Dollar Adjustment 1/1/2009 to 1/1/2010 ASO Fees
Less than 41.0%	-\$570,000
41.0% up to 42.0%	-\$456,000
42.0% up to 43.0%	-\$342,000
43.0% up to 44.0%	-\$228,000
44.0% up to 45.0%	-\$114,000
45.0% up to 48.0%	Risk Free Corridor

*excludes Medicare Retirees

Assumptions

- Target in-Network Provider *Choice and Choice Plus Discount Percentage 48.0%
- The target discount percentage is based on the current distribution percentage of in-network employees by market and assumes total replacement with UnitedHealthcare. The current distribution for the larger markets is illustrated below. The distribution of smaller markets are combined into the All Other market.
- We reserve the right to revise the target discount percentage should there be a significant change in this Employee distribution (+ or - 10% change in any of the markets identified below). The figures above are based upon the following markets and Employee counts:

Market	Employee distribution
Milwaukee	5,897
Northeast Wisconsin	77
Minneapolis	30
Tampa	18
Phoenix	15
All Other	330
Total	6,367

The in-Network Discount Percentage will be calculated by dividing total in-Network Discount Dollars¹ by total in-Network Eligible Charges².

¹ Total in-Network Discount Dollars include participating provider contractual discounts and special negotiated discounts.

² Total in-Network Eligible Charges will be participating provider eligible charges minus commercial and Medicare COB reductions for participating providers

EXHIBIT D - BUSINESS ASSOCIATE ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

This Addendum is made to the Administrative Services Agreement ("Agreement") between United HealthCare Insurance Company ("Us" or "We") and Milwaukee County Health Benefit Plan ("Plan") and is effective on January 1, 2009 ("Effective Date").

1. Definitions:

- (i) EPHI: Electronic protected health information as defined in the Security Rule that is created, received, maintained, or transmitted by or on behalf of Plan.
- (ii) HHS: The United States Department of Health and Human Services.
- (iii) PHI: Defined in Section I of this Agreement
- (iv) Privacy Rule: The Standards of Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E, promulgated under the Health Insurance Portability and Accountability Act.
- (v) Security Rule: The Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 *et seq.* (45 C.F.R. Parts 160, 162 and 164), as hereafter amended.
- (vi) Capitalized terms used in this Addendum that are defined in the Agreement shall have the respective meanings assigned to such terms in the Agreement.
- (vii) Those capitalized terms not defined in the Agreement or in this Addendum shall have the meanings set forth in the applicable definitions under the Privacy Rule or Security Rule.

2. General Permissible Uses and Disclosures of PHI. PHI will be used by Us to administer the Plan, to perform under the Agreement or this Addendum, or as permitted under the Agreement or this Addendum. We may also use or disclose PHI:

- (i) for Our proper management and administration and to fulfill any present or future legal responsibilities; provided, however, that any such disclosures are Required By Law or We have received from the third party written assurances that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and the third party will notify Us of any instances of which it becomes aware in which the confidentiality of the information has been breached;
- (ii) to aggregate the PHI as permitted under the Privacy Rule;
- (iii) to create de-identified data, provided that We de-identify the information in accordance with the Privacy Rule. De-identified information does not constitute PHI, is not subject to the terms and conditions of this Addendum, and is Our Proprietary Business Information;
- (iv) for research including but not limited to projects for therapeutic outcomes research, and for epidemiological studies. We will obtain and maintain, on behalf of Plan, any consents, authorizations or approvals that may be required by applicable federal or state laws and regulations for use or disclosure of PHI for such purposes. We will maintain the confidentiality of such information as it relates to any individual Participant, provider, or Your business. The research, databases, analyses, and studies are Our Proprietary Business Information; and
- (v) to create or use Limited Data Sets as permitted under the Privacy Rule. We also may disclose Limited Data Sets to a related entity or to You, provided however, We agree to limit use of the Limited Data Sets to Research, Health Care Operations, or public health purposes and further agree to:
 - (1) not use or further disclose the Limited Data Sets other than as permitted by this Addendum or this Agreement or as otherwise required by law;

- (2) use appropriate safeguards to prevent use or disclosure of the Limited Data Sets other than as provided for by this Addendum or this Agreement;
- (3) report to You any use or disclosure of the Limited Data Sets not provided for by this Addendum or this Agreement of which We become aware;
- (4) ensure that any agents, including a subcontractor, to whom We provide the Limited Data Sets agrees to the same restrictions and conditions that apply to the limited data set recipient with respect to such information; and
- (5) not identify the Limited Data Sets or contact the individuals.

These Limited Data Sets are considered by Us to be Our Proprietary Business Information.

3. Our Obligations under the Privacy Rule. We agree that We shall:

- (i) not use or further disclose the PHI other than as permitted by this Addendum or the Agreement or as Required by Law;
- (ii) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by this Addendum or the Agreement;
- (iii) report to Plan any use or disclosure of any PHI of which We become aware that is not permitted by this Addendum or the Agreement;
- (iv) mitigate, to the extent practicable, any harmful effect that is known to Us resulting from a use or disclosure of PHI in violation of this Agreement;
- (v) ensure that any subcontractor or agent to whom We provide any PHI agrees to the same restrictions and conditions that apply to Us with regard to the use and or disclosure of PHI pursuant to this Addendum;
- (vi) respond to Individuals' requests for access to PHI in Our possession that constitutes a Designated Record Set in accordance with the Privacy Rule;
- (vii) incorporate any amendments or corrections to the PHI in Our possession that constitutes a Designated Record Set in accordance with the Privacy Rule;
- (viii) document disclosures of PHI and information related to such disclosures as would be required to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the Privacy Rule;
- (ix) provide to Individuals an accounting of disclosures in accordance with the Privacy Rule;
- (x) accommodate reasonable requests by Individuals for confidential communications in accordance with the Privacy Rule;
- (xi) make Our internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of the Secretary of HHS determining Your compliance with the Privacy Rule; and
- (xii) except as provided for herein or as required by law, upon termination of this Agreement, return to Plan or destroy the PHI and retain no copies in any form, if feasible. If We determine that returning or destroying the PHI is infeasible, We agree to extend the protections, limitations and restrictions of this section to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as We maintain such PHI.

4. Our Obligations Under the Security Rule. With regard to Our use and or disclosure of EPHI, effective no later than the compliance date applicable to Plan under the Security Rule (April 20, 2005), We shall:

- (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that We create, receive, maintain or transmit on behalf of Plan;
 - (ii) ensure that any and all of Our subcontractors or agents to whom We provide EPHI agree in writing to implement reasonable and appropriate safeguards to protect such EPHI; and
 - (iii) report to Plan any security incident (as defined in 45 CFR Section 164.304) of which We become aware in accordance with Our standard reporting procedures.
- 5. Plan and Employer-Plan Sponsor Obligations.
 - (i) Plan represents that it has received certification from You that You have amended Your Plan documents (1) to include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards in accordance with the Privacy Rule and (2) to provide that the Plan Sponsor will reasonably and appropriately safeguard EPHI created, received, maintained or transmitted to or by the Plan Sponsor in accordance with the Security Rule.
 - (ii) Plan will not agree, without Our prior written consent, to an Individual's request for a restriction pursuant to 45 CFR 164.522(a) of the Privacy Rule to the extent such restriction may adversely affect Our ability to use and or disclose PHI under this Addendum or the Agreement. Notwithstanding the preceding sentence, We will accommodate reasonable requests for confidential communication as required under 45 CFR § 164.522(b) of the Privacy Rule.
- 6. Termination Upon Breach of Provisions Applicable to PHI or EPHI. Any other provision of the Agreement notwithstanding, this Addendum and this Agreement may be terminated by the Plan upon sixty (60) days prior written notice to Us in the event that We materially breach any obligation of this Addendum related to Our use and disclosure of PHI or EPHI and fail to cure the breach within such sixty (60) days period, or if such breach is not reasonably curable within a sixty (60) day period, then the Agreement may be terminated if the cure of such breach has not been commenced by Us within such sixty (60) day period and completed with reasonable diligence.
- 7. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 8. The terms of this Business Associate Addendum shall survive the termination of this Agreement.

EXHIBIT E

UNITED HEALTHCARE ADMINISTRATIVE SERVICES

STANDARD AND ADDITIONAL SERVICES

The following describes the standard administrative services offered by United Healthcare. In addition to our standard services, we have indicated those additional services that are offered at an additional fee.

ACCOUNT MANAGEMENT SERVICES	SERVICES AVAILABLE AT AN ADDITIONAL COST
Implementation of Account	
Representatives available for enrollment meetings in locations with 100 or more employees enrolling in Select, Choice and Options products, in sites where UHC has a field office location.	
Standard enrollment materials including: <ul style="list-style-type: none"> • Benefit summaries • Benefit summary rider slipsheets • Enrollment forms and brochures • Standard provider directories Enrollment kit envelope	Customized communication materials Customized physician and provider directories.
For locations with greater than 20 employees, bulk mailing of enrollment kits in a quantity to satisfy 115% of eligible employees to Milwaukee County (WI).	Home mailing of enrollment kits.
Eligibility Processing Electronic Enrollment Processing: <ul style="list-style-type: none"> • Each submission to be a single consolidated file which includes data for all customer locations. Separate eligibility submissions for COBRA (one file that includes data for all customer locations) are acceptable. Submission Format: <ul style="list-style-type: none"> • Gateway Standard Format or 834 HIPAA Compliant Format. Submission Frequency: <ul style="list-style-type: none"> • Daily changes only with scheduled full files monthly, quarterly, or semi-annually. <p style="text-align: center;">OR</p> Weekly changes only with Employer eServices Web Site used for online eligibility updates between electronic file submissions and scheduled full files monthly, quarterly, or semi-annually.	Paper eligibility certification for initial enrollment is available for \$0.25 PSPM
Ongoing service and account management under the direction of an account manager	
Drafts of ERISA Summary Plan Descriptions (SPD's) provided with 2 proofs per document. Milwaukee County (WI) is responsible for the legal sufficiency of these booklets.	Additional drafts of the SPD
Printing of ERISA Summary Plan Descriptions (SPD's) provided. Quantity of 110% of membership.	Customized printing of SPD's

ID cards provided under Milwaukee County (WI)'s name.	Annual re-issuance of ID cards to all employees if changes in benefits do not occur
Issuance of Certificates of Creditable Coverage (HIPAA Certificates to employees and dependents upon termination and or upon request)	
Standard accounting structure including: <ul style="list-style-type: none"> * Suffixes to accommodate separate reporting for different benefit plans. * Claim Accounts to accommodate separate claims data for different locations and groups. * Maximum of 80 distinct suffix account splits. 	
Annual government filings of 1099 reports to the IRS regarding payments made to providers	
Provide required data necessary to enable Milwaukee County (WI) to file Form 5500	
Milwaukee County (WI) has claim fiduciary responsibility. Maintenance of up to 2 benefit plans.	
BANKING SERVICES	SERVICES AVAILABLE AT AN ADDITIONAL COST
Central banking one bank account established at JP Morgan Chase Bank. All applicable banking letters and required agreements must be executed a minimum of 15 days prior to the effective date in order to implement the banking arrangements.	Multiple bank accounts and or multiple class codes for \$3,300 each.
Standard banking reports on a monthly basis to include: Detail Daily Statistics, Summary and Net Charge Distribution, and Issued-Not-Paid Outstanding check reports.	
Milwaukee County (WI) provides deposit and maintains a balance in bank account. Refer to assumption section for explanation of deposit requirements.	
Pre-authorization of transfers of funds to cover drafts cleared during 1 working day period for FedWire and 2 working days for Automated Clearing House. Transfers are made daily or weekly.	Authorization of each individual transfer.
CLAIM SERVICES	SERVICES AVAILABLE AT AN ADDITIONAL COST
Implementation of employee benefit plans, set up of plan design, eligibility data, and a testing of sample claims	
Claim history load from one prior carrier using an electronic method to backload financial information to an individual's history. Standard items include calendar year deductible, out of pocket, lifetime maximums, and mental health substance abuse lifetime maximums.	History loads from more than one prior carrier.
Claim processing services	Processing of run-out claims for six months following the termination of our contract. Refer to the Administrative Services Agreement for calculations.

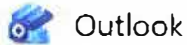
Claim adjudication services including payout control, eligibility management, prospective fraud and abuse detection and control, and focused Quality Review Programs and systems	
Utilization of software to evaluate claims prior to payment to ensure that members are receiving appropriate care and to guard against inappropriate payments.	
Standard COB for all claims with investigation once every 12 months	
Standard claim forms	Non-standard, customized claim forms
Monthly Health Statements, which include details of all claims paid in the previous month as well as remaining deductible and out of pocket balances. Individual EOBs are available online to the member through myuhe.com. No Health Statement will be generated if no claims were incurred.	Additional charges will apply if the employer elects to have members receive EOBs.
During the term of the Agreement or six months following termination, the Contracting Company or its representatives may perform an annual audit of United Healthcare services, at its own expense, subject to United Healthcare standard requirements regarding prior notice, confidentiality, length, time and place, and findings.	Claim audits that exceed the United Healthcare standard.
R&C guidelines for out of network surgical, medical, lab and x-ray claims using 80th percentile R&C.	
Toll-free access to a customer service unit during normal business hours	
eSERVICES	SERVICES AVAILABLE AT AN ADDITIONAL COST
Access for all members to myUHC.com Website providing a private, secure, easy to use application for member service including: <ul style="list-style-type: none"> • Claim status • Eligibility information • Search for network physicians and other health care providers • Select a new primary physician if applicable • Find answers to Frequently Asked Questions • Online health and well-being information • Discussion groups and live events with medical professionals • Order a replacement ID Card • Links to pharmacy, mental health, substance abuse, vision, FSA, PBA, and/or dental sites, if these services are provided by UnitedHealth Group. 	
Customer Reporting System (eCR Select), offering 17 on-line internet based statistical and financial reports with up to 5 I.D.'s	There is an additional annual charge of \$1,000 for each ID in excess of 5. Included: eCR – Expanded, offering on-line Internet access to all available reports with up to 5 I.D.'s (an additional \$5,000/year applies if receipt of paper reports continues).
Electronic Bill Presentment & Payment (EBPP), which provides capabilities to: <ul style="list-style-type: none"> • View up to 12 months' invoices online. • Sort and search enrollee information. • Download current billing detail and request subscriber terminations. 	

<ul style="list-style-type: none"> Remit payment online using direct debit (self and fee-billed customers) 	
Depending on your benefit plan, online services accessed through our Employer eServices Web site include: customer reporting solutions; electronic billing solutions; and online administration options that include online eligibility maintenance, claim status inquiry, request ID card, and secure messaging. Online tutorials and toll-free customer service are also available.	
MANAGED CARE SERVICES	SERVICES AVAILABLE AT AN ADDITIONAL COST
Network access, management and administrative activities including provider relations, clinical profiling, contracting and credentialing, and network analysis and system development. Standard on all network plans.	
Medical management functions, as guided by a medical director, including, health policy and quality assurance and medical management analysis and structure. Standard on all plans.	
Care Coordination SM including health information and education, Admission Counseling, Inpatient Care Advocacy, Welcome Home SM readmission prevention, IMPACT SM complex illness support, Healthy Pregnancy Program, and Complex Illness support. Standard on all plans.	
Predictive Modeling, using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status. Standard on all managed plans.	Fees include integration of Rx data from PBM.
Reminder Programs, providing quarterly home mailing of preventive care reminders to identified individuals, including mammograms, cervical cancer screening, pediatric and adolescent immunizations, influenza pneumonia immunization for enrolled individuals over age 65, and eye examinations for individuals with diabetes. Standard on POS EPO plans.	Reminder Programs available for additional cost on PPO programs.
Transplant Benefit Management Services, including access to United Resource Networks Transplant Network and Transplant Access Program, travel and lodging benefit, and Care Coordination SM . Standard on all plans.	United Resource Networks negotiated discounts for transplant recipients utilizing non-contracted facilities for transplants not to exceed \$10,000 per negotiation.
Standard Disease Management Programs	
UNDERWRITING SERVICES INCLUDED	
Underwriting Services Include: <ul style="list-style-type: none"> Overall annual year end reconciliation Claim projections Annual projection of impact for benefit changes Annual projection of premium equivalent rates Annual reserve estimates 	
OPTIONAL AND NON-STANDARD SERVICES	COST FOR SERVICE
PPO Network access and discounts available to Out of Area Non Benefit Differential plan participants.	Milwaukee County (WI) will be billed 30% of the PPO discount savings on a monthly basis.
Application of the Shared Savings Plan to Indemnity and Managed Indemnity claims, and to the out-of-network claims on PPO and POS plans. The Shared Savings Program includes a Facility Fee Schedule, Physician Fee Schedule, and Physician Fee Negotiation.	Milwaukee County (WI) will be billed 35% of the savings on a monthly basis.

Facility R&C Program providing savings on selected outpatient and inpatient claims that are not eligible for network or SSP discounts.	Fee equal to 30% of reduction to billed charges, billed monthly
Application of subrogation services	Fee is 33 1/3% of the subrogation recovery savings on a monthly basis.
Credit balance recoveries	Additional fee to be billed at 10% of recoveries
Hospital audits	Additional fee to be billed at 35% of the savings realized.
Voluntary External Claim Review Program (Third Level Appeal)	External Review costs range from between \$300 to \$1,000 (with an average case cost of \$450) per case for a single physician reviewer.
Non-standard or ad hoc reports, or standard reports at a non-standard frequency	Fees include one monthly claim feed and up to 8 adhocs per year; fees for additional reporting would be determined on a report-specific basis.
OPTIONAL AND NON-STANDARD SERVICES, CONTINUED	COST FOR SERVICE
Employee satisfaction surveys specific to Milwaukee County (WI)	
Eligibility information received in non-standard format, from multiple sources and/or submission more frequently than weekly	
Provide claim information and reports for third party Stop Loss Insurer	\$1.00 PSPM
Individual conversion policies	\$0.75 PSPM Optional
Non-standard contracts that would include customized style sheets, foreign language translations, greater than two document proofs and engagement of United Healthcare attorneys for negotiation of the agreements	
Cross-Over Option including initial enrollment solicitation and canvassing (or re-canvassing), and direct electronic transfer to United of Medicare Part B and Durable Medical Equipment claims that have been processed by the Medicare carrier as the primary payor.	\$5,000 set-up fee + \$1.10 per member solicited
UNITED BEHAVIORAL HEALTH SERVICE (MENTAL HEALTH/SUBSTANCE ABUSE) - CHOICE ONLY	
For the Choice plan, UBH Care Management including: <ul style="list-style-type: none"> • Network access, development and maintenance including provider relations, credentialing and contracting, network analysis and system development • Ongoing case management coordinated through a network of psychiatrists, psychologists, social workers, and facilities • Post discharge care management services • Customer service, claim processing and adjudication services 	

50089046 (10/08)

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Outlook

RE: UHC 2026 Amendment

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Date Tue 1/20/2026 2:09 PM

To Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Cc James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Paul,

Any updates on this request? We are waiting to ask the Chairwoman for permission to do a late submission to the Finance Committee to get the contract approved.

Thank you.

Tony

From: Tony Maze

Sent: Friday, January 16, 2026 4:12 PM

To: Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Cc: James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Subject: RE: UHC 2026 Amendment

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Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>
Subject: Re: UHC Contract language

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Thank you,

- Paul

Paul A. Grant, CPA

Audit Compliance Manager

Milwaukee County Office of the Comptroller

Audit Services Division

600 N Plankinton Ave STE 600

Milwaukee, WI 53203-2901

(voice) 414.278.4292

(fax) 414.223.1895

Regards,

- Paul

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Paul.Grant@milwaukeecountywi.gov

[Report County Government Fraud, Waste and Abuse](#)

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Sent: Thursday, January 15, 2026 2:56 PM

To: Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Subject: FW: UHC 2026 Amendment

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>

Sent: Thursday, January 15, 2026 8:29 AM

To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>

Subject: UHC 2026 Amendment

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Hi Tony,

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Please let me know if you have any questions.

Thank you,

Elisabeth Wright, MAHR

Director - Health & Benefits

WTW

111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States

M +414 759 6542

Elisabeth.Wright@wtwco.com

wtwco.com

Upcoming Out of Office: January 16th, February 13th

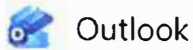
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Re: UHC 2026 Amendment

From Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Date Tue 1/20/2026 3:07 PM

To Tony Maze <Tony.Maze@milwaukeecountywi.gov>

Cc James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Good afternoon,

We reviewed the original contract as well as prior two amendments you provided. I just reached out to OCC to begin our discussions regarding our concerns with respect to our right to audit the contractor's performance. The meeting is scheduled for this Thursday.

- Paul

Paul A. Grant, CPA

Audit Compliance Manager

Milwaukee County Office of the Comptroller

Audit Services Division

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(voice) 414.278.4292

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Subject: FW: UHC 2026 Amendment

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Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
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Please let me know if you have any questions.

Thank you,
Elisabeth Wright, MAHR
Director - Health & Benefits

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 Outlook

RE: UHC 2026 Amendment

From Tony Maze <Tony.Maze@milwaukeecountywi.gov>

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Thank you.

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Cc: James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Subject: RE: UHC 2026 Amendment

Paul,

I wanted to share a copy of UnitedHealthcare's audit language in advance of your meeting tomorrow.

UHC's overarching position is that they do not permit substitutions to their Statements of Work when similar language already exists within their standard agreements.

I hope this information is helpful as you prepare for your discussion.

Regards,

Tony

Section 9.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, You or a mutually agreeable entity may audit Us once each calendar year to determine whether We are fulfilling the terms of this Agreement. Prior to the commencement of this audit, We must receive a signed, mutually agreeable confidentiality agreement.

You must advise Us in writing of Your intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by Us. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to Our transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by Us ("Scope").

You will pay any expenses that You incur in connection with the audit. In addition, You will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year;

(2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Your expenses and any applicable fees, You will also pay any extraordinary expenses We incur in connection with the audit. For any audit initiated after this Agreement is terminated, You will pay all expenses incurred by Us.

You will provide Us with a copy of any audit reports within 30 days after You receive the audit report(s) from the auditor.

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- **Paul**

Paul A. Grant, CPA

Audit Compliance Manager

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Audit Services Division

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Regards,
- Paul

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To: Tony Maze
Cc: James Davies; Judd Taback; Alexis Gassenhuber; Jennifer Folliard; Molly Pahl-Skwierawski; SH Audit Clause
Subject: Re: UHC 2026 Amendment

Good morning Tony and thank you for checking in.

We are still actively working through this matter with OCC. In the meantime, it would be helpful if you could provide us with copies of policies and procedures for UHC contract monitoring and oversight, and copies of any documentation substantiating efforts in this regard.

Thank you!

- Paul

Paul A. Grant, CPA

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Sent: Wednesday, January 21, 2026 3:57 PM

To: Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Cc: James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>;

Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard

<Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-

Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Subject: RE: UHC 2026 Amendment

Paul,

I wanted to share a copy of UnitedHealthcare's audit language in advance of your meeting tomorrow. UHC's overarching position is that they do not permit substitutions to their Statements of Work when similar language already exists within their standard agreements.

I hope this information is helpful as you prepare for your discussion.

Regards,

Tony

Section 9.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, You or a mutually agreeable entity may audit Us once each calendar year to determine whether We are fulfilling the terms of this Agreement. Prior to the commencement of this audit, We must receive a signed, mutually agreeable confidentiality agreement.

You must advise Us in writing of Your intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by Us. All audits will be limited to information relating to the calendar year in which the audit is conducted, and or the immediately preceding calendar year. With respect to Our transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by Us ("Scope").

You will pay any expenses that You incur in connection with the audit. In addition, You will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Your expenses and any applicable fees, You will also pay any extraordinary expenses We incur in connection with the audit. For any audit initiated after this Agreement is terminated, You will pay all expenses incurred by Us.

You will provide Us with a copy of any audit reports within 30 days after You receive the audit report(s) from the auditor.

From: Tony Maze

Sent: Tuesday, January 20, 2026 2:09 PM

To: Paul Grant <Paul.Grant@milwaukeecountywi.gov>

Cc: James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>;

Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard

<Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-

Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Subject: RE: UHC 2026 Amendment

Paul,

Any updates on this request? We are waiting to ask the Chairwoman for permission to do a late submission to the Finance Committee to get the contract approved.

Thank you.

Tony

From: Tony Maze
Sent: Friday, January 16, 2026 4:12 PM
To: Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Cc: James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Subject: RE: UHC 2026 Amendment

Paul,

It took some searching, but I was able to locate the 2009 agreement.

Thank you for assisting with this.

Regards,

Tony

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Sent: Friday, January 16, 2026 10:25 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Cc: James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>
Subject: Fw: UHC 2026 Amendment

Hello Tony,

Thank you for forwarding the attached copy of the draft UHC 2026 Amendment. I had also requested yesterday, and previously, a copy of the original contract. Instead, what we received were copies of the 2020 and 2023 renewal amendments in a separate email from you (I attached copies of the 2020 and 2023 amendments to this email).

As noted in my previous email, dated September 18, see yellow highlight below, we need to review the draft contract (in this case the original contract and draft amendment) and then consult with the Office of Corporation Counsel regarding the right to audit language. At this point, we are still awaiting receipt of the original contract. While we would plan to begin our review timely once we receive the original contract, it will take some time to work through any concerns we encounter in consultation with OCC.

From: Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Sent: Thursday, September 18, 2025 8:39 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>; Alexis Gassenhuber <Alexis.Gassenhuber@milwaukeecountywi.gov>; Jennifer Folliard

<Jennifer.Folliard@milwaukeecountywi.gov>; James Davies <James.Davies@milwaukeecountywi.gov>; Judd Taback <Judd.Taback@milwaukeecountywi.gov>; Molly Pahl-Skwierawski <Mary.Pahl-Skwierawski@milwaukeecountywi.gov>; Irias Bankhead <Irias.Bankhead@milwaukeecountywi.gov>; Candice Lindstrom <Candice.Lindstrom@milwaukeecountywi.gov>; SH Audit Clause <auditclause@milwaukeecountywi.gov>

Cc: Jennifer Mueller <Jennifer.Mueller@milwaukeecountywi.gov>

Subject: Re: UHC Contract language

Good morning Tony,

In order to reach a decision with respect to the audit language, Audit Services will need to review the draft contract first. Please forward a copy of the draft contract to Jennifer, Molly, Irias, Candice and me (all cc'd above). Following our review of the draft contract, we plan to consult with the Office of Corporation Counsel.

Thank you,

- Paul

Paul A. Grant, CPA

Audit Compliance Manager

Milwaukee County Office of the Comptroller

Audit Services Division

600 N Plankinton Ave STE 600

Milwaukee, WI 53203-2901

(voice) 414.278.4292

(fax) 414.223.1895

Regards,

- Paul

Paul A. Grant, CPA

Audit Compliance Manager

Milwaukee County Office of the Comptroller

Audit Services Division

600 N Plankinton Ave STE 600

Milwaukee, WI 53203-2901

(voice) 414.278.4292

(fax) 414.223.1895

Paul.Grant@milwaukeecountywi.gov

[Report County Government Fraud, Waste and Abuse](#)

From: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Sent: Thursday, January 15, 2026 2:56 PM
To: Jennifer Folliard <Jennifer.Folliard@milwaukeecountywi.gov>; Paul Grant <Paul.Grant@milwaukeecountywi.gov>
Subject: FW: UHC 2026 Amendment

From: Elisabeth Wright <Elisabeth.Wright@wtwco.com>
Sent: Thursday, January 15, 2026 8:29 AM
To: Tony Maze <Tony.Maze@milwaukeecountywi.gov>
Cc: David Radke <David.Radke@wtwco.com>; Kim Matus <Kim.Matus@wtwco.com>
Subject: UHC 2026 Amendment

Caution: This email originated from outside of Milwaukee County. Use the Phish Alert Report button to have IMSD review this message if you think it is suspicious.

Hi Tony,

Attached please find the UHC ASA Amendment issued for effective date 1.1.26. As we discussed yesterday, the amendment replaces the Fees Exhibit in the current Administrative Services Agreement. I have also included the UHC insurance certificate if you need this for your files.

Please let me know if you have any questions.

Thank you,
Elisabeth Wright, MAHR
Director - Health & Benefits

WTW
111 E. Kilbourn Ave, Suite 1850 | Milwaukee WI 53202 | United States
M +414 759 6542
Elisabeth.Wright@wtwco.com
wtwco.com

Upcoming Out of Office: January 16th, February 13th
Upcoming office closures/holidays: January 19th and February 16th

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Outlook

Committee on Finance: Revision #1

From Milwaukee.E-Notify@enotify.milwaukee.gov <Milwaukee.E-Notify@enotify.milwaukee.gov>

Date Tue 1/27/2026 12:28 PM

Caution: This email originated from outside of Milwaukee County. Use the Phish Alert Report button to have IMSD review this message if you think it is suspicious.

Committee on Finance: Revision #1

Please select the link below to view **REVISION #1** to the agenda for the Thursday, January 29, 2026, meeting of the Committee on Finance.

REVISION #1: Please note the addition of new Item 9, File No. 26-272.

[Committee on Finance Agenda REVISION #1](#)

[Milwaukee County - Meeting of Committee on Finance on 1/29/2026 at 9:00 AM](#)

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ADA accommodation requests for **Milwaukee County events** should be filed with the [Milwaukee County Office for Persons with Disabilities](#), 414-239-5679 (voice), 711 (TRS), or [Jacqueline Formanek@milwaukeecountywi.gov](mailto:Jacqueline.Formanek@milwaukeecountywi.gov) upon receipt of this notice.

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Please email cbfinance@milwaukeecountywi.gov with your questions.

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