
~~ADMINISTRATIVE SERVICES AGREEMENT~~

BETWEEN

MVP SELECT CARE, INC.

AND

MONTGOMERY COUNTY

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ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN

MVP SELECT CARE, INC.

AND

MONTGOMERY COUNTY

This Administrative Services Agreement (“Agreement”) is made and entered into the 25th day of June, 2021 by and between MVP SELECT CARE, INC., a New York corporation (“MVP”) and MONTGOMERY COUNTY (“Client”), a New York corporation. This Agreement is effective as of January 1, 2022 (“Effective Date”).

WITNESSETH:

WHEREAS, Client has established a self-funded employee health benefits plan (“Plan”), that includes the direct payment of certain health benefits on behalf of Client’s eligible employees and their dependents; and

WHEREAS, Client exercises exclusive discretionary authority and control regarding operation and management of the Plan, including the authority to amend or terminate the Plan; and

WHEREAS, MVP is in the business of providing certain administrative services in connection with self-funded employee health benefits plan(s); and

WHEREAS, Client wishes to engage MVP to provide such administrative services in connection with the Plan and MVP wishes to provide same on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Beneficiary" means Client's employee or such employee's dependent for whom Client is under a legal obligation to pay or indemnify for the cost of health care services, pursuant to the terms of the Plan.

1.2 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the continuation coverage provisions set forth in Title I, Part 6 of ERISA, and Section 4980B of the Internal Revenue Code, as amended.

1.3 "Coinsurance" means a cost sharing arrangement in which a Beneficiary is required to pay a specified percentage of charges for Covered Services directly to a Provider pursuant to the terms of the Beneficiary's Plan. Coinsurance levels or amounts are set forth in the Plan in which the Beneficiary is enrolled.

1.4 "Copayment" means the charge for Covered Services that a Beneficiary is required to pay directly to a Provider pursuant to the terms of the Beneficiary's Plan. Copayment fees are normally paid at the point of service when the service is rendered. Examples of Copayment fees include fees charged for office visits, home visits, outpatient prescriptions and emergency room visits. Copayment levels or amounts are set forth in the Plan in which the Beneficiary is enrolled.

1.5 "Covered Services" means those health care services for which Client is obligated to pay pursuant to the Plan. Such services are summarized in the Plan's Benefit Summary (Exhibit A), which includes Coinsurance, Copayments, and Deductibles, and will be utilized by the Client, with MVP's assistance as may be set forth herein, to develop the Summary Plan Description (SPD).

- 1.6 “Deductible” means a cost sharing arrangement in which a Beneficiary is required to pay a specified amount for Covered Services before the Plan is required to make payment therefore. Deductible levels or amounts are set forth in the Plan.
- 1.7 “ERISA” means the federal Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

~~1.8 HIPAA means the Health Insurance Portability and Accountability Act of 1996~~

(as amended, modified or superseded from time to time, “HIPAA”) and the final Privacy Rule issued pursuant thereto (codified at 45 CFR Parts 160 and 164 as amended, modified, or superseded from time to time, the “Privacy Rule”) and the final Security Rule issued pursuant thereto (codified at 45 CFR Parts 160, 162 and 164 as amended, modified, or superseded from time to time, the “Security Rule”) as amended by the Health Information Technology for Economic Clinical Health Act (“HITECH”), which is Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any amendments, regulations, rules and guidance issued pursuant to HITECH (collectively, HIPAA, the Privacy Rule, the Security Rule, HITECH and any other state or federal legislation relating to the protection of health information is referred to herein as “HIPAA” and/or “HITECH”).

- 1.9 “Non-Participating Provider” means a Provider who is not a Participating Provider.
- 1.10 “Participating Provider” means a Provider who has contracted with MVP to participate within MVP’s provider network to provide Covered Services to Beneficiaries.

1.11 "Provider" means a duly licensed physician or other health care provider or a hospital or other facility properly licensed or certified to provide health care services.

2. DUTIES OF CLIENT

2.1 Generally

~~Client shall act as administrator and fiduciary, as such terms are defined in~~
Sections 1002(16)(A) and 1102(a)(1) of ERISA ("Plan Administrator"), and, except with respect to MVP's duties in Section 3.8 hereof regarding the appeals process, shall have exclusive authority to control and manage the operation and administration of the Plan, and to control and manage all funds received in connection with the Plan. Notwithstanding the foregoing, nothing herein shall be deemed a waiver or release of MVP's obligations hereunder for the proper application of funds transferred by Client to MVP for the payment of claims and all other fees required for the administration of the Plan(s) as described. As Plan Administrator and fiduciary, Client shall be responsible for compliance with all requirements of ERISA, including, but not limited to, preparing and filing Internal Revenue Service ("IRS") Form 5500 (Schedule C), preparing and distributing plan information documents, and compliance with other applicable law and regulations, other than those duties specifically assigned exclusively to MVP herein.

2.2 Eligibility Determinations

Client shall have exclusive responsibility and authority regarding criteria for, and determinations of, eligibility of individuals applying for coverage under the Plan,

including, but not limited to, all determinations of eligibility pursuant to medical child support orders and COBRA, and, as such, shall take the following actions:

(a) review all enrollment applications submitted by Client's employees and provide MVP with such enrollment information by hard copies or electronic transmission;

~~(b) provide MVP with required information regarding individuals who have~~
applied for coverage under the Plan and been found eligible by Client for such coverage twenty (20) days prior to the Effective Date or as soon as practicable

(c) provide prompt written notice to MVP of all eligibility changes regarding Beneficiaries, including, but not limited to changes from active employment to retirement, and other COBRA qualifying events, within the time periods specified in COBRA; and

(d) provide MVP with additional information concerning matters incidental to the Plan as may be reasonably requested by MVP.

2.3 Determination and Collection of Beneficiary Contributions. Client shall be solely responsible for determining and collecting any contributions from eligible Beneficiaries, including contributions required to be paid by Beneficiaries eligible for Plan coverage pursuant to COBRA.

2.4 Beneficiary Authorizations. To the extent that authorizations are or shall be required by HIPAA or other applicable confidentiality laws and regulations, Client shall obtain and provide MVP with the written authorization of each eligible Beneficiary for:

- (a) the release and/or use of such Beneficiary's medical and administrative records and claims information to and/or by MVP or its designees as needed to provide the services herein;
- (b) direct consultation between MVP or its designee and the Beneficiary and/or the Beneficiary's Provider as needed to provide the services herein;

and

2.5 Plan Design and Summary Plan Description

Client shall be solely responsible for the Plan design and the development, amendment and implementation of its SPD and any amendments thereto. Client acknowledges and assumes all liability related to the Plan design, SPD and any amendments thereto. MVP is entitled to rely on the Client's SPD to administer the Plan benefits. Client shall hold MVP harmless from, to the fullest extent permitted by law, any and all claims specifically excluding court costs and attorneys' fees with respect to matters arising out of Client's Plan design, SPD and any amendments thereto to the extent solely caused by the Client. Client may wish for MVP to assist with the Plan design, the SPD or amendments thereto pursuant to Section 3.4 of this Agreement. Client is responsible for distributing the SPD to Beneficiaries as required by law.

2.6 Compliance with Plan Terms; Amendment of Plan

Client shall abide, and recognizes that MVP shall abide, by the terms of its SPD. If Client wishes to amend its SPD, Client shall provide MVP with written notice of such amendment, including the effective date for such amendment, at least forty-five (45) days prior to the effective date of such amendment. At the time of

providing such notice, Client shall also advise MVP in writing (“Written Advice”) whether such amendment includes material modifications to the SPD, thereby requiring a Summary of Material Modification (“SMM”), as required by ERISA. Such amendments shall become effective as of the respective effective date; provided that if MVP objects to such amendments during the forty-five (45) day

~~period, either party may terminate this agreement on sixty (60) days prior written~~

notice. MVP may assist Client in preparing the amendment or SMM if Client so requests. When MVP’s assistance is requested, Client may choose to carve out pharmacy and prescription drug services, and in such instances the Client must independently prepare SPDs and amendments thereto, for any matters relating to pharmacy and prescription drug services.

2.7 Stop-Loss Protection

Client shall have sole responsibility and authority over the decision regarding any entity chosen to provide stop-loss protection to the Plan. In the event MVP does not market Client’s Stop Loss policy, Client agrees to provide advance notification of its intention prior to any data requests. Client shall be solely responsible for payment of all premiums required by such party or parties. Client shall provide MVP a copy of its stop-loss policy, and the stop loss carrier’s administrative procedures packet/binder, for informational purposes only, within ten (10) days of the effective date of such policy as well as copies of any amendments to its stop loss policy, or to the administrative procedures packet/binder, or any new policies or administrative procedures packet/binders, within ten (10) days of receiving such items. MVP will assist Client in

meeting Client's stop-loss carrier's requirements and to the extent such requirements are commercially reasonable, do not conflict with any other contractual and legal obligations of MVP, and are consistent with MVP's procedures in assisting with stop-loss administration generally. Client acknowledges and assumes all liability related to any aspect of its stop-loss

~~protection to the Plan, including, but not limited to Client's selection of a stop-~~
loss carrier, Client's decisions regarding stop-loss policy terms and conditions, and MVP's assistance in meeting Client's stop-loss carrier's requirements.

2.8 Client Designated Account. Client shall designate an account for payment of claims and any other associated costs, expenses, fees, and obligations, in accordance with the SPD and this Agreement (the "Designated Account"). Client shall promptly take all actions necessary (including, but not limited to completion of banking forms and any required board actions) for MVP to have the authority to direct the banking institution to generate an electronic funds transfer against the Designated Account as required. Client shall be responsible for filing reports and publications, and for submitting unclaimed funds, in the time and manner required by the New York State Abandoned Property Law and other applicable laws and regulations.

2.9 Transfers to Designated Account. Client shall transfer funds to the Designated Account, by automated clearinghouse ("ACH") or federal funds wire transfer, within 21 days after receiving any claims funding notice(s). As a result of the funding delay, the Client shall fund and maintain a balance in the account which represents an estimate of payments for a one month period. The balance

maintained shall be subject to mutual review. Such funding notice(s) may include requested payments for claims, and any other associated costs, expenses, fees, and obligations. MVP shall notify Client that such funds are required in accordance with Sections 3.7(g) and (h). If MVP determines that Client's funding or transfer of funds is routinely delayed, inaccurate or otherwise faulty,

~~MVP will require Client to take whatever action is necessary to correct such~~

funding or transfer problems and to provide MVP with written confirmation of such corrective action within thirty (30) days after MVP's request. If Client fails to take corrective action and provide notice of same as required in the preceding sentence, MVP may terminate this Agreement by giving Client sixty (60) days prior written notice of such termination. In the event that delays, inaccuracies or other funding problems continue or recur following Client's corrective action, MVP will require Client to prefund the Designated Account each month with a level of funds equal to at least one-tenth (1/10) of claims made during the previous twelve (12) months, which MVP may draw upon to make claims payments. If Client fails to prefund the Designated Account as specified in the preceding sentence, MVP may terminate this Agreement by giving Client sixty (60) days prior written notice of such termination.

2.10 Liability for Claims Payments and Plan Expenses

Client shall be solely liable for the payment of claims or other monies owed to providers of goods and services, and for all other expenses incident to the operation of the Plan. MVP does not insure, guarantee, or underwrite the ability or liability of Client to provide benefits for Beneficiaries or to pay claims in

accordance with the terms of the Plan and MVP shall not be liable for such payments, or any other payments or expenses arising from or related to the operation of the Plan under any circumstances.

2.11 Liability for Taxes, Surcharges, and Assessments

Client shall be solely responsible for all taxes, surcharges and assessments (and

~~penalties with interest imposed thereon) charged by any governmental authority in~~

connection with the Plan, including but not limited to, New York State Health Care Reform Act (“HCRA”) assessments and surcharges. If Client has properly elected MVP to make tax, surcharge, or assessment payments on its behalf, Client shall pay the amount of any such taxes, surcharges, or assessments, including any interest and penalties thereon, to MVP, within forty-eight (48) hours of MVP’s request to do so. In the event that MVP does not receive from Client funds for the payment of taxes, surcharges, or assessments, MVP shall not be obligated to pay them. Client shall hold harmless MVP from, to the fullest extent permitted by law, claims that MVP may incur as a result solely of Client’s failure to pay taxes, surcharges or assessments. This specifically excludes court costs and attorneys fees.

2.12 Compliance with Applicable Laws

Client shall be responsible for compliance with all applicable federal laws, regulations and rules, including but not limited to COBRA, including distribution of all initial notices to Beneficiaries as required by the provisions of COBRA, HIPAA, the federal Women’s Health and Cancer Rights Act of 1998, as amended (“WHCRA”), the federal Newborns’ and Mothers’ Health Protection Act of 1996,

as amended (“NMHPA”), the federal Mental Health Parity Act of 1996, as amended (“MHPA”) and the Wellstone-Domenici Mental Health Parity and Addiction Equity Act, as amended (“MHPAEA”). MVP shall be responsible for compliance with all applicable federal laws, regulations and rules with respect to its obligations pursuant to this Agreement.

~~2.13 Distribution of Materials to Beneficiaries~~

Client is responsible for the content of, and distribution of, SPDs and updates, Summary of Material Modification (SMM), and all other materials and information about the Plan to Beneficiaries, except identification cards. Client shall also be responsible for providing copies of SPDs and SMM to the U.S. Department of Labor “DOL” upon the request of the DOL. Client shall be responsible for responding to inquiries and for communications concerning any materials or information therein.”

3. DUTIES OF MVP

3.1 Generally

MVP shall act as a service provider of the Plan as defined in Section 1002(14)(B) of ERISA, and as such, shall perform all duties assigned herein in a ministerial capacity in accordance with the terms and conditions of this Agreement, the SPD, and all applicable laws and regulations. The parties understand and agree that MVP is not the Plan Administrator or a fiduciary of the Plan, except with respect to its duties in Section 3.8 hereof regarding the appeals process. MVP shall communicate and clarify its role as ministerial service provider to Client, Beneficiaries or third-parties, as it deems necessary, in its sole discretion.

3.2 Provider Network

MVP shall establish and maintain a network of Participating Providers to be available to render Covered Services to eligible Beneficiaries. MVP shall also maintain relationships with third-parties to negotiate rates for Covered Services provided by Non-Participating Providers.

~~3.3 Provider Credentialing~~

MVP shall verify the licensure and credentials of Participating Providers in accordance with MVP's Credentialing and Recredentialing Policies and Procedures which are available to Client upon request.

3.4 Initial and Ongoing Services

- (a) MVP shall maintain computerized systems for administering Client's group/account structure, customized to recognize eligible Beneficiaries, Client's benefits structure, medically necessary services specified in the SPD as valid claims for Covered Services, to be operational as of the Effective Date, and shall maintain such systems while this Agreement is in effect.
- (b) MVP shall provide Client with enrollment materials in sufficient amounts for distribution to applicants and Beneficiaries if requested.
- (c) As provided in Section 2.5 hereof, the design, development, amendment and implementation of the Plan and SPD is the sole responsibility of Client. MVP may assist Client with such development, development, and implementation if Client so requests, by preparing and sending a draft SPD for Client's approval 30 days following MVP's receipt of all Client

materials, benefit selections and other information necessary to complete the draft SPD for Client's review and approval. Within 30 days thereafter ("the Review Period"), Client shall approve the SPD in the form presented or incorporate any Client-required changes to the SPD with MVP assistance as requested. After Client's final approval of the SPD, upon

~~Client's request, MVP will provide a PDF version of such documents for~~
distribution to Beneficiaries. If Client fails to respond to MVP by the end of the Review Period, the SPD will be deemed approved by the Client and MVP will rely on those SPDs to administer the Plan's benefits, and will assume Client has distributed copies to Plan Beneficiaries as required by law.

- (d) If Client elects to carve out pharmacy and prescription drug services from the SPD, then the Client must independently prepare an SPD for any matters relating to pharmacy and prescription drug services. Upon Beneficiary enrollment, MVP shall provide Client or if directed by Client, to Beneficiaries, with custom identification cards that Beneficiaries must use to obtain Covered Services.
- (e) MVP shall assist Client in explaining MVP's services under this Agreement to Beneficiaries at meetings and other forums at such times and places are acceptable to both parties.
- (f) MVP shall assign an account manager to be available to Client as Client's liaison with MVP throughout the term of this Agreement.

- (g) MVP shall maintain a customer care department to respond to telephone and written inquiries of Beneficiaries throughout the term of this Agreement.
 - (h) MVP shall maintain an Internet website for Client and Beneficiaries to obtain information, submit inquiries, and access MVP services available
-
- therein.

3.5 Eligibility Verification

Upon request of a Provider, MVP shall verify the eligibility of Beneficiaries based upon the information provided to MVP by Client. Client shall be solely responsible for all risk of loss and other expenses regarding any mistake or error in the verification of eligibility of Beneficiaries due to erroneous, inaccurate or outdated information provided to MVP by Client. Client shall be responsible for, and shall hold harmless MVP from, to the fullest extent permitted by law, any and all claims resulting solely from erroneous, inaccurate or outdated information provided to MVP by Client. This specifically excludes attorneys fees and court costs.

3.6 Utilization Management Program

MVP has established a utilization management program for determining whether Covered Services provided or to be provided to Beneficiaries are “medically necessary” as such term is defined in the SPD, and for notifying Beneficiaries and Providers of such determinations in accordance with ERISA. MVP shall provide utilization management services in accordance with the procedures specified in the SPD. Client may, upon written notice to MVP, override MVP’s utilization

management determinations in its sole discretion. However, in the event of an exception, Client acknowledges said claim exception may not be accepted for stop-loss coverage consideration.

3.7 Claims Processing and Benefit Determinations

MVP shall process Beneficiary claims for Covered Services as provided herein.

-
- ~~(a) All claims, whether submitted by Providers or Beneficiaries, shall be~~
submitted to MVP: (1) on standard claim forms, by postage prepaid mail, or delivered personally; or (2) shall be submitted electronically, in a secure manner consistent with industry standards, electronic data interchange (EDI) protocol and the HIPAA electronic transaction and code set standards,.
- (b) If the claim is recognized by MVP's system as a valid claim for Covered Services provided to an eligible Beneficiary, MVP shall pay such claim on behalf of Client as follows: (i) if the claim is for services rendered by a Participating Provider, it shall be paid in accordance with MVP's Participating Provider agreements; and (ii) if the claim is for services rendered by a Non-Participating provider the claim shall be denied or paid in accordance with the SPD and the Beneficiary will be responsible for any non-covered charges.
- (c) If the claim is not recognized by MVP's system as a valid claim, MVP shall deny the claim. Client may overrule such benefit determinations in its sole discretion.

- (d) MVP shall review and process all claims in the timeframe and manner required by ERISA and shall provide Beneficiaries and Providers with all notices in the timeframe and manner required by ERISA.
- (e) MVP shall administer a coordination of benefits program in accordance with the SPD and the procedures set forth in Exhibit C attached hereto and

~~incorporated herein by this reference.~~

- (f) If the Beneficiary has also filed a claim or commenced a proceeding under any law applicable to benefit entitlement, including workers' compensation, unemployment compensation, no-fault automobile, or disability of any state, MVP will process the claim in accordance with SPD terms, and this Agreement, and pay or deny the claim as provided herein.
- (g) MVP shall prepare claims for payment on a regular basis. MVP shall notify Client, via telefax, or electronically, of the aggregate amount of such claims payment to be made, and Client shall transfer to MVP funds required to make such payments pursuant to Section 2.9. Upon receipt of written or electronic confirmation of such transfer, claims payments shall be made by Electronic Funds Transfer (EFT) or checks signed by MVP. MVP's obligation to pay claims hereunder is expressly conditioned upon the availability of sufficient funds in the Designated Account.
- (h) MVP shall prepare requests for payment from Client for any costs, expenses, fees, and other obligations associated with claims payments on a regular basis. MVP shall notify Client, via telefax, or electronically, of the

aggregate amount of such payments to be made, and Client shall transfer to MVP funds required to make such payments pursuant to Section 2.9. Upon receipt of written or electronic confirmation of such transfer, such payments shall be made to applicable vendors or other entities by Electronic Funds Transfer (EFT) or checks signed by MVP. MVP's ~~obligation to make payments hereunder is expressly conditioned upon the~~ availability of sufficient funds in the Designated Account.

3.8 Appeals Procedures

- (a) Client hereby delegates to MVP (or in certain circumstances, MVP's "designee" discretionary authority to determine coverage on internal appeal. MVP shall be a named ERISA fiduciary under the Plan exclusively for the purposes of administering a procedure for claimant to appeal denied claims and reviewing claims on internal appeal. Decisions on internal appeal will be determined in accordance with the terms and conditions of the SPD and/or the instruction of Client. MVP will inform claimants of preliminary adverse determination as to coverage of claims. Such initial determination will be in accordance with the written terms and conditions of the SPD and/or the instructions of Client. MVP will notify any claimant whose request for Plan benefits is denied for the reasons of the denial and the claimant's right to have the denial reviewed in accordance with the SPD. The notification and review will be in a manner agreed upon by Client and MVP in accordance with applicable law and regulation.

(b) Client has final discretionary authority with regard to coverage of a claim under the Plan. However, MVP may (i) construe and interpret the terms of the Plan, (ii) determine the validity of the charges submitted to MVP under the Plan, and (iii) make final binding determinations concerning the availability of the Plan's benefit under the Plan's initial appeal process. If ~~the claimant exhausts their internal appeal options, MVP will inform the~~ claimant of his right to seek external review as required by Patient Protection and Affordable Care Act ("PPACA"). When applicable, MVP will, in accordance with PPACA; (i) provide claimant with the necessary information to obtain the review, which notice will be designed to comply with ERISA, and (ii) coordinate submission to an independent review organization. Client is solely responsible for payment of claims and all associated costs and expenses, including but not limited to, charges for external appeal reviews performed by independent review organizations.

3.9 Tax, Surcharge, and Assessment Reports and Payments

MVP shall file tax, surcharge and assessment reports and make required payments on behalf of Client pursuant to Section 2.11; provided that if Client desires to file its own reports and/or to make its own required payments, Client shall execute a form confirming Client's responsibility for such reports and/or payments and indemnifying MVP for any acts or omissions related to such reports and/or payments.

3.10 Stop-Loss Reporting and Claims Submission

When applicable, MVP shall provide Client or Client's stop-loss carrier with reports, in accordance with the Schedule set forth in Exhibit D, identifying claims that have, or with reasonable foreseeability may, meet or exceed the applicable individual or aggregate deductible amounts under the stop-loss policy. MVP, on

~~Client's behalf, shall prepare and submit claims under Client's stop-loss policy.~~

3.11 Client Reports

MVP shall provide Client with the reports available and as set forth in Exhibit E at the intervals described therein. Additionally, MVP shall provide Client with information in its possession that may be necessary for Client to prepare and file IRS Form 5500. MVP shall provide this information within sixty (60) days of Client's written request for MVP to do so. MVP, upon Client's request, may agree to provide reports other than the reports listed in Exhibit E. The content, format, transmission, and delivery date of such other reports must be mutually agreed upon, in writing, and may be subject to an additional charge, to be determined by MVP. Client shall not withhold or otherwise offset payment of administrative fees or transfer of funds to the Designated Account pending receipt of such other reports and Client expressly understands and agrees that such action constitutes a breach of this Agreement.

3.12 Amendment of MVP's Procedures

MVP may amend its credentialing, utilization management, pharmacy management (Formulary), coordination of benefits, appeals, and any other procedures attached as Exhibits to this Agreement by providing Client with eighty

(80) days prior written notice of any material changes thereto. Such amendments shall become effective as of the end of the eighty (80) day period unless Client provides written notice of objection during this period. If Client objects to such amendments during the forty-five (45) day period, either party may terminate this Agreement on sixty (60) days prior written notice.

~~3.13 Access to Network Provider Contracted Arrangements~~

When Client has paid the required provider network access fees (as specified in Exhibit L), MVP shall process Beneficiary claims through appropriate network provider contracted rates. Client acknowledges that there is no assurance of any level of savings hereunder and that MVP does not guarantee that any savings will occur when processing Beneficiary claims through network provider contracted rates. In adjudicating all Claims of Participants who receive services from Participating Providers, MVP shall utilize (i) the negotiated fees of any MVP contract with the Participating Provider that is available, or (ii) in the absence of an MVP contract, the negotiated fees of any other national or leased network with the Participating Provider that is available.

3.14 Alternative Provider Contracting Method

Client acknowledges and agrees that it is the intent of MVP to implement value-based payment arrangements with Participating Providers in order to incent proper care and quality care, that payments to Participating Providers may include value-based payments, and that such value-based payment arrangements are reasonable and permitted in accordance with the terms of this Agreement and the Plan. If at any time it is determined by MVP that a risk-based arrangement

requires clients consent, or if such consent is required by applicable law, then Client's consent shall not be unreasonably withheld or delayed. Additionally, if applicable, MVP shall inform Client of any value-based payment arrangements that may require changes to Client's SPD and Client shall be responsible for making any such changes to the SPD.

3.15 Subrogation Services

MVP will provide Subrogation Services in accordance with Exhibit F.

3.16 Facility Auditing Services

If selected by Client, MVP will perform post payment audits on accounts for participating facilities to determine whether a credit balance exists and money is due to Client. Credit balances may be created, for example, as a result of duplicate payments or application of coordination of benefits. Pursuant to General Municipal Law, Section 92-a (6) (b), if a check issued by MVP from Designated Account in satisfaction of claim remains uncashed after one hundred eighty (180) days, then the money payable in satisfaction of such claim shall be returned to Client.

3.17 Contractor Services Including Electronic Fund Transfers

It is understood that from time to time during the term of this Agreement that MVP may utilize subcontractors to accomplish certain Plan requirements, including an electronic fund transfer system for payment of claims and other expenses and distributions of Client funds. Such subcontractors will be selected by MVP. It is understood and agreed that the oversight of such subcontractors is the responsibility of MVP. As such, MVP shall reimburse Client for any expenditures, disbursements, or distributions of Client funds that have been

erroneously calculated by such Subcontractor. MVP and its subcontractors shall comply in all respects with applicable laws, rules, and regulations including the Electronic Funds Transfer Acts, the Uniform Commercial Code, regulations of the office of Foreign Assets Control and applicable NACHA (National Automated Clearing House Association) Rules.

~~3.18 Performance Standards and Service Levels~~

MVP shall comply with the performance standards and service levels described in Exhibit J, and Client may independently monitor adherence to each performance standard and service level. If MVP fails to satisfy the performance standards and service levels in Exhibit J, MVP's fees shall be adjusted as described therein. Measurements related to the performance standards and service levels described shall be reported by MVP as described therein. Performance, for the purpose of fee adjustment shall be measured as described therein and MVP shall remit any payments due annually within thirty (30) days of Client's request. At either party's request, the parties shall negotiate the performance standards and service levels. Performance standards and any related service fee adjustments are intended solely to ensure performance and service levels, and not to be considered damages or penalties. Notwithstanding any provision in this Agreement to the contrary, any adjustment to MVP's service fees by reason of the operation of one or more of the performance standards does not impact any indemnification right or remedy provided to the parties under this Agreement or by applicable law by reason of any breach in whole or in part of the terms and conditions of this Agreement.

Notwithstanding the above and notwithstanding the execution of this Agreement, Exhibit J shall not be binding on the Parties, and shall have no force or effect, unless and until such Exhibit J is independently executed by both Parties.

4. COMPENSATION OF MVP

4.1 Payment of Fees

~~Client shall pay to MVP the amounts set forth or determined in accordance with~~

Exhibit L, which shall be due and payable on or before the first day of each month. Where fees are calculated on a per employee per month basis, MVP will calculate its fees based on the number of employees as of the fifteenth (15th) day of the month preceding the date that the next month's fees are due and payable. If an employee is added to or terminated from the Plan during the period from the first (1st) through the fifteenth (15th) day of any month, MVP's fees shall be retroactively adjusted as of the first (1st) day of the month. If an employee is added to or terminated from the Plan during the period from the sixteenth (16th) through the last day of the month, MVP's fees shall not be retroactively adjusted. If a Member is retroactively terminated, MVP shall not go back more than three (3) months from the date of the termination to deny or recoup payment for Covered Services rendered to individuals that MVP, or its agent designated for such purpose, has confirmed as eligible using MVP's designated verification mechanism, provided that MVP reserves the right to make such retroactive adjustments after more than three (3) months in the following scenarios (i) coordination of benefits and (ii) subrogation. Client agrees to cooperate with MVP to complete any retroactive adjustments to fees necessary as a result of the

addition or termination of employees from the Plan. Client shall also pay to MVP any additional costs for which it is responsible within thirty (30) days of MVP's notice to Client of such costs. Late payments for all fees due to MVP shall be paid as the amount due, plus interest accruing at one and one-half percent (1½%) per month. Client shall pay all invoices (*payment due on statement total*) issued

~~pursuant to this section within thirty (30) days of the due date. The failure by~~
Client to pay such invoices within thirty (30) days of the due date shall constitute a breach of this Agreement.

4.2 Intentionally Omitted.

4.3 Client Liability For Payments Following Termination

Following termination of this Agreement, Client shall remain solely liable for payment of all claims for services rendered prior to termination and during the Run-out Period (as defined in Section 5.3 herein) and shall continue to pay such claims and fees as provided in this Agreement. Such payments may extend past the Run-out Period as to allow for administrative processing. Client shall remain similarly liable for payment of all fees due MVP, and for payment of all taxes and assessments as provided for in Section 2.11. This provision shall survive termination of this Agreement.

4.4 Right to Offset

(a) MVP shall offset any claim overpayment to a Provider or vendor against any outstanding or overdue claims payments due from Client.

(b) If overpayment remains after an offset pursuant to Section 4.4 (a) hereof then such overpayment can be offset against any fees due to MVP for services rendered pursuant to the terms of this Agreement.

5. TERM, TERMINATION, AND OBLIGATIONS UPON TERMINATION

5.1 Term

~~This Agreement shall continue in effect for a period of one year. MVP shall not~~ be required to provide any services under this Agreement prior to the Effective Date. Notwithstanding the foregoing Term, the Parties may agree to a different term applicable to one or more of the attached Exhibits. To the extent any such term in an Exhibit conflicts with the Term of this Agreement, the term of the Exhibit will control solely with respect to that Exhibit.

5.2 Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement as follows:

- (a) immediately, by written notice, if it is established that either party needs and has not secured a license, government approval or exemption in accordance with applicable laws or regulations in order to perform this Agreement;
- (b) immediately, by written notice, if either party is adjudged bankrupt, becomes insolvent, has a receiver of its assets or property appointed, makes a general assignment for the benefit of creditors, or institutes or causes to be instituted any procedure for reorganization or rearrangement of its affairs;

- (c) immediately, by written notice, if either party has committed fraud or made an intentional misrepresentation with respect to the duties and obligations under this Agreement;
- (d) on eighty (80) days prior written notice specifying the other party's breach and requesting that it be cured, if either party materially breaches this Agreement and such breach continues for a period of ten (10) days following such written notice; or
- (e) as of any date agreed to in writing by the parties;
- (f) and pursuant to the applicable provisions found herein.

5.3 Obligations upon Termination

In the event of the termination of this Agreement, MVP and Client shall continue to perform the duties set forth herein until the end of the effective date of termination of this Agreement. In addition, MVP shall continue to process claims with dates of service on or before the date of termination of this Agreement as set forth herein, subject to the continued availability of funds in the Designated Account. MVP shall continue to pay claims as set forth herein, subject to the continued availability of funds in the Designated Account, for a total period of up to one year from the date of termination of this Agreement ("Run-out Period"), and Client shall compensate MVP accordingly. Following completion of the Run-out Period, MVP shall reject any claims received by MVP. Notwithstanding the foregoing, if MVP has terminated this Agreement due to the material breach of Client, MVP shall have no obligation to continue to render services beyond the date this Agreement terminates.

5.4 Transfer of Claims Records

Within ninety (90) days of the termination of the parties' duties herein, Client shall arrange and pay for the costs, if any, for the transfer of custody of electronic records of paid and pending original Beneficiary claims to MVP's successor to the extent permitted and in the manner provided for by applicable confidentiality

~~laws and regulations. However, if this Agreement is terminated by MVP under~~
any termination provision except Section 5.2(c) or Section 2.9, or if Client terminates this Agreement pursuant to Section 5.2(c), MVP shall be responsible for paying such costs. MVP shall dispose of all records containing individually identifiable health information in accordance with by HIPAA requirements.

MVP shall retain copies of records if, and as required by law, for the periods so required.

5.5 Final Accounting and Settlement

A final accounting and settlement shall be made within ninety (90) days of the termination of this Agreement or the applicable claims Runout Period, taking into account the fees and expenses to be reimbursed in accordance with this Agreement. Each party shall bear their own costs associated with making such final accounting and settlement. Following completion of such final accounting, MVP shall submit a final bill to Client and Client shall pay such bill within thirty (30) days of receipt.

6. ACCESS TO BOOKS AND RECORDS

6.1 Client's Financial Statements

Upon request by MVP, Client shall provide to MVP its audited financial statements, or internally prepared financial statements in the event that audited statements are not available.

~~6.2 MVP Books and Records~~

- (a) Client and/or Client's designated representative may inspect and audit MVP's books and records that are relevant to its performance of this Agreement. The terms and conditions governing such an audit are set forth in the attached Exhibit G. MVP shall maintain books of accounts and supporting documents for its duties herein in accordance with generally accepted accounting principles during the term of this Agreement and for six (6) years thereafter.
- (b) Client and/or Client's designated representative may inspect and audit such books and documents, at its sole cost and expense, on reasonable notice, and in accordance with Exhibit G. . Prior to any such inspection and audit, Client and any designated representative must also enter into a written agreement with MVP under which the parties agree to use any disclosed information solely for purposes of administering the Plan and this Agreement, to keep such information confidential, and not to disclose such information to any other entity or person.
- (c) Client acknowledges that Beneficiary claims file documents and those portions of MVP's books and documents containing individually

identifiable health information about a Beneficiary, constitute confidential information. As such, Client represents that the Beneficiary has properly authorized disclosure of such information to Client, or that Client otherwise has the legal authority to access such information. Client further acknowledges and agrees that such information shall be used only

~~for purposes of the Plan and this Agreement and that any further use or~~
disclosure is prohibited.

- (d) Notwithstanding anything herein to the contrary, MVP shall not disclose to Client any Protected Health Information (“PHI”) as that term is defined in 45 C.F.R. § 164.103; provided, however, that MVP may disclose to Director of Human Resources or his or her designee the following PHI:
 - (i) information concerning whether a particular individual is participating in the Plan;
 - (ii) Summary Health Information, as defined in 45 CFR 164.504, for the purpose of:
 - (a) obtaining premium bids from health plans to provide health insurance coverage for the Plan; or
 - (b) modifying, amending or terminating the Plan
 - (iii) detailed claim reports and check registers for the validation of claims funding and other administrative functions of the plan; and/or
 - (iv) detailed claimant information for the administration, purchase and renewal of stop-loss insurance.

(e) Client shall be allowed to perform one (1) audit after termination of this Agreement. Client and/or Client's designated representative may not request an audit more than six (6) months after the date of termination of this Agreement, and such audit must be conducted within twelve (12) months of the date of termination of this Agreement.

6.3 ~~Overpayments and Underpayments~~

If MVP has underpaid or overpaid a claim on behalf of Client, MVP will adjust it in accordance with Plan terms. If an audit discloses that MVP has overpaid a claim, MVP shall have sixty (60) days from the time that the audit report is provided to MVP to confirm such audit findings to its reasonable satisfaction. If the audit findings are confirmed by MVP, MVP shall make reasonable efforts to recover the overpayment made, but shall not be required to initiate any administrative, legal or arbitration proceedings for such recovery. If MVP is unable to recover such overpayment within ninety (90) days of confirming the audit findings, MVP shall notify Client and Client may take such action as may be available to it. Notwithstanding the foregoing, if an overpayment was made solely as a result of MVP's negligence and such overpayment is: (a) the result of a systems error; or (b) a regularly recurring mistake; MVP shall refund such overpayment to Client in the event that MVP is unable to recover it within ninety (90) days of confirming such audit findings. However, MVP shall have no liability for underpayments or overpayments made at Client's direction, under the policies, procedures, or information provided by Client, or due to retroactive social security awards, coordination of benefits disputes, including but not limited

to undisclosed other insurance information or fraud and abuse. With respect to any overpayment of any claim made to a Participating Provider, MVP shall withhold such overpayment from any subsequent claim paid to the Participating Provider and, upon recovery, shall repay such amount to the Plan. Plan Sponsor acknowledges that MVP's Participating Provider contracts may contain

~~limitations on MVP's right to withhold or recover overpayments and is subject to~~
the limitations allowed within said provider contracts.

7. PROPRIETARY RIGHTS

7.1 Materials

The parties acknowledge that each has developed and will develop certain symbols, trademarks, servicemarks, designs, data, processes, systems, programs, plans, procedures, and information (collectively "Materials"), all of which are proprietary information and trade secrets, and shall be and remain the property of the developing party during the term of this Agreement and thereafter. The parties shall not use each other's Materials, except as expressly authorized by this Agreement, without prior written consent, and shall immediately cease any and all use of each other's Materials upon termination of this Agreement. Each party shall also maintain the confidentiality of any Materials provided to it which are marked as being confidential. Each party shall also have the right to safeguard the secrecy of its systems and programs, and shall not be required to make such proprietary information available to the other party or anyone else.

7.2 Use of Name

The parties shall not use each other's name without prior written consent to do so. At least forty-five (45) days prior to distribution, Client shall provide MVP with copies of all promotional employee benefit material or other promotional material ~~distributed to beneficiaries in which MVP is referenced. If MVP reasonably~~ objects to the content of such information, MVP will provide written notice of its objections during this 45 day period and Client will address such objections and provide MVP with copies of revised materials. Client's failure to comply with this section shall constitute a material breach of this Agreement.

8. CONFIDENTIALITY

8.1 Beneficiary Health and Claims Records

Each party shall maintain the confidentiality of Beneficiary health and claims records in its possession in accordance with applicable laws and regulations and shall not disclose such information except as permitted by such laws and regulations or in accordance with a proper release executed by such Beneficiary. Each party shall also take all reasonable steps to safeguard such information and to prevent unauthorized access and disclosure by its employees. Client agrees to report to MVP any use or disclosure of such information not provided for herein, and shall hold MVP harmless from, to the fullest extent permitted by law, any and all claims (specifically excluding court costs and attorneys' fees) arising solely out of the failure of Client or its employees or agents, to maintain the confidentiality of any individually identifiable health information provided to

Client in accordance with the terms of this Agreement. To the extent required by HIPAA, Client agrees to incorporate any amendments or corrections to individually identifiable health information when notified by MVP that such information is inaccurate or incomplete, and to make available to the U.S. Department of Health and Human Services, or its agents, Client's internal

~~practices, books, and records relating to the use and disclosure of individually~~
individually identifiable health information.

8.2 Business Records

Each party shall maintain the confidentiality of all files, data, and information related to the business of either party or the duties herein and shall not disclose such information to a third party except upon lawful order of a court or governmental authority. If any such disclosure is required or requested, the disclosing party shall provide the other party with immediate notice of such required or requested disclosure, prior to making the disclosure, so that the other party may seek an appropriate protective order or take other action with respect to the disclosure.

8.3 Protected Health Information

The Parties shall enter into a Business Associate Agreement on or before the Effective Date. The Parties' obligations with respect to the use and disclosure of PHI shall be governed by the terms and conditions of such Business Associate Agreement which may be attached hereto as an Exhibit.

8.4 Cybersecurity

- (a) IT system and data confidentiality and security are critical to each Party. Notwithstanding any other provision of this Agreement, the parties hereby agree to protect all confidential data and information, by complying with HIPAA, and all other applicable laws and regulations governing personally identifiable information, cybersecurity and data sharing. The parties shall also adhere to the guidance and requirements set forth in 23 NYCRR 500 for both compliance and best practices. This protection includes implementing and maintaining best practices and use of all available resources necessary to prevent any data security incidents, cyberattacks, systems failures or human error that compromise the security or privacy of any data or information or that result in unauthorized access or possession of any Beneficiary data or information, including, but not limited to information defined in this Section 8.
- (b) Safeguards: The Parties agree to maintain administrative, physical and technical safeguards, and to ensure that each of its vendors and agents, including those with whom Client wishes MVP to share client data, implement and maintain administrative, physical and technical safeguards to protect all confidential information and PHI. These Safeguards shall be no less rigorous than accepted industry standards and best practices to ensure that the manner in which member data or information, is collected, accessed, used, stored, processed, disclosed and disposed of, comply with applicable data protection and privacy laws, including but not limited to

HIPAA, HITECH, and all other applicable laws and regulations governing cybersecurity, personally identifiable information, and/or data sharing, as well as the terms and conditions of this Agreement. Client warrants that it will ensure that it has compliant Business Associate Agreements executed with all of its third-party vendors, and that it shall fully indemnify, defend

~~and hold MVP harmless for any liability related to its third-party vendors~~

acts or omissions under HIPAA, HITECH, and all other applicable laws and regulations governing cybersecurity, personally identifiable information and/or data sharing.

- (c) If at any time, Client's services, technology, actions or omissions, or Client's third-party vendor's services, technology, actions or omissions, result in an incident involving a security breach or unauthorized release of any MVP data or information, then Client must:
- (1) report the Security Incident to MVP as quickly as possible and no later than twelve (12) hours after knowledge of the incident (including magnitude of data exposure);
 - (2) perform a root cause analysis of the incident and communicate such analysis to MVP no later than seventy-two (72) hours after knowledge of the incident; and
 - (3) provide a full corrective plan of action to MVP as soon as possible, but in no event later than five (5) business days after knowledge of the incident.

If at any time, Client's services, technology, actions or omissions, or Client's vendor's services, technology, actions or omissions, result in an incident involving a security breach or unauthorized release of any Client or Beneficiary information or PHI, then Client is responsible for monitoring and overseeing a response and corrective action, and MVP shall be notified and will work cooperatively with Client.

- (d) MVP shall defend, indemnify and hold harmless Client its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against Client arising out of or resulting from MVP or MVP's subcontractors or agents failure to comply with any of its obligations under this Agreement, including but not limited to any system or technology failure, or any Cyber Incident and/or failure to protect all member data and information, and any HIPAA or HITECH-related liability. Client shall hold harmless MVP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns (each, a "MVP Indemnitee") from, to the fullest extent permitted by law, any and all claims arising out of or resulting from any third party claim against any MVP Indemnitee arising out of or resulting

solely from Client or Client's subcontractors or agents failure to comply with any of its obligations under this Agreement, including but not limited to any system or technology failure, or any Cyber Incident and/or failure to protect all member data and information, and any HIPAA or HITECH-related liability. This specifically excludes attorneys' fees and court costs.

~~(e) Client hereby represents and warrants that prior to it making any data~~

sharing request to MVP, Client will have compliant Business Associate Agreements executed with any third-party vendor with whom MVP may be asked to share confidential information or PHI.

(f) Both parties shall maintain at their own expense, insurance covering response costs, claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of any failure to protect all information and PHI and any failure to perform the requirements of this Section 8, including any negligent or otherwise wrongful acts or omissions by Client or any employee, agent or third-party vendor thereof.

9. MISCELLANEOUS

9.1 Relationship of the Parties

In the performance of the duties and obligations of the parties pursuant to this Agreement, the parties shall at all times, be acting and performing as independent contractors. No relationship of employer and employee, or partners, or joint venturers is created by this Agreement, and neither party may therefore make any claim against the other for social security benefits, workers' compensation

benefits, unemployment insurance benefits, vacation pay, sick leave, or any other employee benefit of any kind. In addition, except as expressly granted herein, neither party shall have any power or authority to act for or on behalf of, or to bind, the other, and no other or greater power or authority shall be implied by any grant or denial of power or authority specifically set forth herein.

~~9.2~~ Relationship of MVP and Providers

The parties understand and agree that any agreements between MVP and Providers do not create a relationship of employer and employee, principal and agent, joint venturers, partners, or any other relationship other than independent contractor. The parties further understand and agree that MVP is not responsible for any health care or health services rendered or not rendered to Beneficiaries by Providers in that MVP does not and will not provide any health care or health services, and that the Beneficiary's attending Provider is instead responsible for such care and services. This Agreement is not intended, nor shall it be construed to affect any Provider-Patient/Beneficiary relationship.

9.3 Assignment/Subcontracting

Except as provided herein, neither party shall have the right to assign, delegate or subcontract any of its rights, duties or obligations herein without the prior written consent of the other and any such purported assignment shall be null, void and of no effect. Notwithstanding the foregoing, MVP may subcontract some or all of its duties herein.

9.4 No Third Party Beneficiary

This Agreement is entered into by and between Client and MVP for their benefit.

There is no intent by either party to create or establish third party Beneficiary status or rights, or any vested rights to any Plan benefits or other provisions, or their equivalent in any Plan Beneficiary, subcontractor or other third party, and no

~~such third party shall have any right to enforce any right or enjoy any benefit~~
created or established under this Agreement.

9.5 Dispute Resolution

(a) Any controversy between the parties shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the parties.

(b) In the event the parties are unable to resolve the controversy informally, the parties agree to resolve disputes in a court of competent jurisdiction in Montgomery County, New York.

(c) Arbitration shall take place at a location mutually agreed upon by the parties.

9.6 Waiver of Breach

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed as, a waiver of any subsequent breach thereof, or of any breach or subsequent breach of any other provision of this Agreement.

9.7 Indemnification

(a) Except to the extent caused by the negligence of MVP or breach by MVP of the terms of this Agreement, Client shall hold MVP harmless from, to the fullest extent permitted by law, any and all claims (specifically excluding court costs and attorneys' fees) arising out of the breach of the

~~terms of this Agreement by Client or the negligence of Client in carrying~~
out the terms of this Agreement, the provisions of the Plan or of any related, policies, procedures or decisions.

(b) Except to the extent caused by the negligence of Client or breach by Client of the terms of this Agreement, the Plan, or of any related policies, procedures or decisions, MVP shall indemnify Client and hold it harmless from and against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and reasonable attorneys' fees, in defense of same, and against all liability, losses, damages of any nature whatsoever, and against all judgments or awards, whether compensatory or punitive, that Client shall or may at any time sustain or be put to on account of, in connection with, or arising out of the breach of the terms of this Agreement by MVP or the negligence of MVP in carrying out the terms of this Agreement.

9.8 Responsibility for Actions

Except as otherwise provided, each party shall be solely responsible for any claims or liabilities on account of, in connection with, or arising out of its performance of or failure to perform its obligations herein.

9.9 Actions Against the Parties

The parties shall promptly advise each other as to matters which come to their respective attentions involving potential administrative proceedings, legal actions or regulatory enforcement activity which involve the Plan or this Agreement or are related to the activities of either party with respect to the Plan or this

~~Agreement. The parties shall advise each other, in writing, within five (5)~~ business days of receipt of notice, of administrative proceedings, legal actions, or enforcement activity actually commenced. The parties shall also cooperate in the investigation and defense of such proceedings, actions, and activity, including furnishing evidence in the party's possession, subject to applicable confidentiality laws and regulations.

9.10 Force Majeure

In the event that the operation of MVP's or Client's facilities, or any substantial portion thereof, are interrupted by war, fire, insurrection, labor troubles, riots, the elements, earthquakes, or acts of God, or other such events beyond the control of MVP or Client, the provisions of this Agreement (or such portions hereof that the affected party may be incapable of performing) shall be suspended for the duration of such interruption. Should a substantial part of the affected party's duties herein be interrupted pursuant to such event for a period in excess of thirty (30) days, the non-affected party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the affected party.

9.11 Necessary Licenses

Each party represents that it has in effect all of the licenses, approvals, and permits necessary to perform this Agreement.

9.12 ERISA Bonds

The parties shall comply with applicable bonding requirements under ERISA.

~~9.13 Headings~~

The headings of the various sections of this Agreement are inserted merely for convenience and reference and do not expressly or impliedly define, limit, extend, or describe the specific terms of the section so designated, or the scope or intent of this Agreement, and shall not affect this Agreement or the construction of any provision thereof.

9.14 Exhibits

The Exhibits attached to this Agreement are an integral part of this Agreement and are incorporated herein by reference.

9.15 Entire Agreement: Amendment

This Agreement and all Exhibits attached hereto shall constitute the entire agreement between the parties and there are no promises, terms, conditions, or obligations, other than those set forth herein. This Agreement shall supersede all other oral or written agreements between the parties. Except as otherwise specifically provided herein, this Agreement may be amended only by mutual agreement of the parties, provided that such amendment is reduced to writing and signed by both parties. Additionally, in the event that changes in law or regulation

materially impact the services rendered pursuant to this Agreement, the parties agree to reopen the Agreement for appropriate modifications.

9.16 Invalid Provisions

If any provision of this Agreement is held invalid, illegal, unenforceable, or violative of any applicable law, such provision shall not nullify any of the other

~~provisions of this Agreement and, unless otherwise agreed to in writing by the~~
parties, then, in order to prevent the invalidity, illegality, unenforceability or violation, the said provision shall be deemed automatically amended in such respects as may be necessary to conform this entire Agreement with such applicable law.

9.17 Counterpart Copies

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but such counterparts shall constitute one and the same instrument, which may be sufficiently evidenced by its counterpart.

9.18 Notices

Except as otherwise provided, all notices required or permitted to be given herein, shall be in writing and sent by United States mail, certified or registered, return receipt requested, postage prepaid, to the parties at their respective addresses set forth hereinbelow. The address to which notices must be given may be changed by written notice given by such party to the other pursuant to this Section. If mailed in accordance with this Section, notices shall be deemed to be received three (3) business days after mailing.

9.19 Applicable Law

This Agreement shall be interpreted, construed, enforced and administered in accordance with ERISA and other applicable federal law, and, to the extent not preempted by such laws, the laws of the State of New York.

9.20 Signatory Authorization

~~The parties executing below represent that they have the authority to bind their respective entities to this Agreement.~~

9.21 This Agreement is only existing to the extent funds are appropriated by the Montgomery County legislature.

9.22 Insurance

MVP agrees to obtain and maintain Workers Compensation with statutory limits, and General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of \$1,000,000 per incident.” MVP will notify Client upon cancellation or non-renewal of the insurance policy.

9.23 Client will be named as an additional insured on a primary non-contributory basis with a wavier of subrogation on the aforementioned General Liability policy in Section 9.22. The Certificate of Insurance Holder shall be: Montgomery County, 20 Park Street, Fonda, NY 12068.

9.24 Sexual Harassment: MVP has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees in compliance with Department of Labor regulations.

IN WITNESS HEREOF, the parties have executed this Agreement the day and year set forth below.

MONTGOMERY COUNTY

MVP SELECT CARE, INC.
625 State Street
Schenectady, New York 12305

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

TABLE OF EXHIBITS

| | |
|-----------|-------------------------------------|
| Exhibit A | Covered Services |
| Exhibit B | Intentionally Left Blank |
| Exhibit C | Coordination of Benefits Procedures |

Exhibit D Stop Loss Reporting

| | |
|-----------|------------------------------|
| Exhibit E | Client Reports |
| Exhibit F | Subrogation Services |
| Exhibit G | Audits |
| Exhibit H | Intentionally Left Blank |
| Exhibit I | Intentionally Left Blank |
| Exhibit J | Performance Guarantees |
| Exhibit K | Business Associate Agreement |
| Exhibit L | Compensation |

STOP LOSS INSURANCE PLACEMENT ADDENDUM

EXHIBIT A

Covered Services provided under separate cover

EXHIBIT B

INTENTIONALLY LEFT BLANK

EXHIBIT C

MVP COORDINATION OF BENEFITS PROCEDURES

Coordination of benefits applies when beneficiaries or their dependents covered under this Plan are also covered by another plan which provides benefits for health care services. Such plans include government-sponsored plans such as Medicare, except Medicaid, and health insurance contracts or policies that are issued through, or to, groups such as employers, unions or associations, including self-insured plans.

1. ~~When a Beneficiary Has Other Health Benefits~~ - If a Beneficiary receives a service that is covered, at least in part, by any of the plans under which he or she is covered, MVP will coordinate Plan benefits with the benefits under the other plan. This prevents overpayment or duplicate payments for the same service. The primary plan will pay benefits first, consistent with the terms and conditions of that plan. The secondary plan will pay benefits second if the benefits of the primary plan do not fully cover the cost of the services received. If this Plan is the secondary plan, the Plan will pay the balance after the primary plan's payment, up to the amount that would have been payable if the Plan was primary.
2. Rules to Determine Payment - In order to determine which plan is the primary plan, certain rules have been established:
 - A. Medicare is considered to be a primary plan, except: (i) for beneficiaries covered by a group health plan because of current or active employment or the current or active employment of a spouse of any age, provided that the group has twenty (20) or more employees and covers any of the same services as Medicare; (ii) for beneficiaries entitled to Medicare because of end stage renal disease, (ESRD), Medicare is the secondary plan for the first thirty (30) months after the Beneficiary has been determined eligible for ESRD benefits; and (iii) for disabled beneficiaries (except ESRD beneficiaries) covered under a group health plan, with 100 or more employees.
 - B. If the Beneficiary's other plan does not have a provision like this one which coordinates benefits, that other plan will always be the primary plan.
 - C. If a Beneficiary is covered under one plan as a subscriber and under the other plan as a dependent, the plan that covers him or her as a subscriber is the primary plan.
 - D. If a child is covered as a dependent under two plans, then the rules are as follows: (i) the coverage of the parent whose birthday is first in a year will be primary and the parent whose birthday is later in the year will be secondary; (ii) if both parents have the same birthday, the benefits of the plan in effect longer will be primary; (iii) if the other plan does not have this rule, but instead has a rule based upon the parent's gender; and if as a result, the plans do not agree on the order of benefits, then the rule in the other plan will determine the order of benefits.
 - E. There are special rules for a child of separated or divorced parents:
 - i. The plan of the parent with custody will be the primary plan.

- ii. The plan of the spouse of the parent with custody is primary over the plan of the parent without custody.
- iii. The plan of the parent not having custody will be primary if no coverage is available under 1 or 2 above.
- iv. Notwithstanding 1, 2 or 3 above, if a qualified medical support order imposes responsibility for the provision of health care on one of the parents, and that parent's plan has actual knowledge of those terms, then the plan of that parent will be primary. This does not apply during any period that ~~benefits are actually paid or provided before such plan had actual~~ knowledge.

- F. A plan which covers a Beneficiary as an active employee, or as that employee's dependent, is primary over a plan which covers a Beneficiary as a laid off or retired employee, or that employee's dependent. If the other plan does not have this rule and if, as a result, the plans do not agree on which plan is primary, this section is ignored.
- G. If none of the above rules determines the order of benefits, the plan that covered a Beneficiary longer is primary.

The above rules apply whether or not the Beneficiary actually makes a claim under both plans.

- 3. When this Plan Is the Secondary Plan - When this Plan Is the Secondary Plan - In the event that this Plan is secondary to that of another group health plan, MVP will: (1) adjust the claims within applicable State and Federal guidelines and request that the Provider submit claim(s) to the other plan; (2) recover any primary claim payment that the Beneficiary received from this plan.
- 4. Copayments When a Beneficiary Is Enrolled in Two MVP Plans - If a Beneficiary is covered under this Plan as a subscriber and also as a dependent under a separate, fully insured MVP plan, the Beneficiary is responsible for the copayment under the primary plan only, unless the secondary plan copayment is lower, in which case the secondary plan's copayment shall apply.

EXHIBIT D

STOP LOSS REPORTING

| | |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aggregate Paid Claims Summary | Tracks employee counts, gross paid claims, specific claims submissions and adjusted paid claims by month and compares to aggregate insurance factors. Submitted to stop loss carrier. (Monthly) |
| Specific Stop Loss Claim Notification | Identifies claims at 50% of specific stop loss deductible, and claims otherwise that can reasonably be expected to reach the specific stop loss deductible. Includes current patient status, prognosis and amount paid, incurred or approved to date within stop loss policy period. Submitted to stop loss carrier. (Upon event, updated monthly) |
| Specific Stop Loss Claim Submission | Submission for reimbursement of claim documentation for all claims paid within stop loss policy period for claimants that exceed the specific stop loss deductible. Submitted to stop loss carrier. (Upon event, updated monthly) |

EXHIBIT E
CLIENT REPORTS

| Name of Report | Description |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ASO Management Report | YTD detailed report of cost of medical services by paid date, showing actual year to date annualized costs and incurred but not paid liability. (Monthly, 30 days after close of report period.) |
| Claims Lag Report | Summary of paid claims totals by incurred date for 13-month period (Monthly, 30 days after close of month) |
| Payment Register | List of payee names, employee names and dollar amounts. (As payments are issued) |
| Funding Notice | Notification of amount of cash required to cover claims payments. (As payments are issued) |
| High Cost Member Summary Report | Total paid amount on Members by group and by paid date. (Upon request) |
| Schedule C Information | Summary of paid claims and administration fees paid for plan year to assist Client with form 5500 filing. (Within 60 days of Client request) |

EXHIBIT F
SUBROGATION SERVICES

Third Party Liability and Rights of Repayment

1. Introduction - If MVP or its designee, on behalf of the Plan, pays claims for benefits under this agreement for a Beneficiary for an injury, illness, or condition for which a third party is or may be responsible, then MVP, on behalf of the Plan, shall, when practicable, pursue the right to repayment of the full cost of all benefits provided that are for or related to such injury, illness or condition. MVP may pursue recovery of the full cost of all benefits provided under this contract without regard to any claim of fault on the part of the Beneficiary, whether by comparative or contributory negligence or otherwise. ~~MVP shall have the discretion to settle or compromise the right of repayment consistent with MVP's business judgment.~~
2. Right to Subrogation - When MVP or its designee, has paid claims as described above and the Beneficiary or Beneficiary's representative has not yet recovered such costs from the third party(s) or any party(s) making payments on the third party's behalf, MVP, on behalf of the Plan, is and shall be subrogated to the Beneficiary or Beneficiary's representative's rights of recovery against any third party(s) to the extent of the full cost of benefits provided, to the fullest extent permitted by law. MVP may assert this right and proceed against any third party(s) with or without the consent of the Beneficiary or Beneficiary's representative.
3. Right to Reimbursement - When MVP or its designee, has paid claims as described above and the Beneficiary or Beneficiary's representative has recovered such costs from the third party(s) or any party(s) making payments on the third party's behalf, MVP, on behalf of the Plan, is and shall be entitled to reimbursement from the Beneficiary or the Beneficiary's representative, to the extent of the full cost of benefits provided, to the fullest extent permitted by law.
4. Disclosure of Beneficiary Duties of Cooperation - The parties agree that the Summary Plan Description shall contain a description of these rights to subrogation and recovery, and each Beneficiary's obligations to cooperate with MVP to enforce such rights.
5. Client Duties of Cooperation - Client agrees to cooperate with MVP's efforts to pursue subrogation and recovery rights, including promptly providing requested information and executing any documents reasonably required to pursue such rights.
6. Sources of Payment - These rights to subrogation and reimbursement apply to any payments made to or on behalf of a Beneficiary from the following third-party sources, including, but not limited to, payments made by a third-party tortfeasor or any insurance company on behalf of such third-party tortfeasor, any payments or awards under an uninsured or underinsured motorist automobile policy, any worker's compensation or disability award or settlement, medical payments coverage under any automobile policy, premises or homeowners medical payments coverage or premises or homeowners insurance coverage, any other payments from a source intended to compensate a Beneficiary or Beneficiary's representative for injuries resulting from alleged negligence of a third party.
7. Cumulative Rights - These rights to subrogation and reimbursement are cumulative and not exclusive and MVP may choose to exercise either or both rights.

EXHIBIT G
AUDITS

The following terms and conditions will govern any audits performed pursuant to this Agreement:

1. Unless otherwise agreed upon, the maximum number of audits will be one (1) per calendar year. Client may request additional audits, which are subject to mutual agreement by MVP. If MVP agrees to any additional audits requested by Client, the Parties must agree prior to the commencement of such audit of the amount of any additional fee, if any, to be paid by ~~Client to MVP, and the scope of the audit.~~
2. Client must provide MVP with thirty (30) days advance notice of an audit, and in the event that the Client submits a sample of claims to be audited, any audit of those claims may not occur until a date after thirty (30) days from the date that MVP actually receives the entire sample from the auditor. MVP solely reserves the right to schedule an audit earlier than the 30-day time-period provided for in this paragraph, and may extend the time period within which to perform an audit to a maximum of forty-five (45) days from the date of the request by Client for an audit, or forty-five (45) days from the date that MVP actually receives the entire sample from the auditor.
3. Upon Client's request, MVP will provide a standard comprehensive paid claims file covering the audit time period. The predetermined field names and descriptions are available upon request. Request for deviations from the standard claims file fields will need to be discussed and mutually agreed upon prior to the initiation of any audit and additional cost to modify standard claims file will be the responsibility of the Client and mutually agreed upon prior to the inception of the audit.
4. To the extent permitted by applicable confidentiality requirements and Section 6 of this Agreement, physician and hospital contracts, including associated fee schedules, are considered confidential, and, if MVP allows inspection of those contracts, then those documents may only be reviewed on-site at MVP's Headquarters. To the extent that vendor or partner agreements with third parties are requested as part of an audit, but not available for inspection, due to confidentiality terms or otherwise, MVP may instead provide appropriate pricing sheets.
5. A certificate of destruction will be sent to the auditor upon issuance of a final report or written confirmation that the audit has been finalized. The certificate must be signed by the auditor or designee within sixty (60) days of audit closure. MVP reserves the right to deny a subsequent audit request in the event that a certificate of destruction has not been completed.
6. Client and/or Client's designated representative must notify MVP and request an audit within six (6) months of termination of the Agreement and such audit must be conducted within twelve (12) months of the date of termination of this Agreement.

EXHIBIT H

Intentionally left blank

EXHIBIT I

Intentionally left blank

EXHIBIT J



**Exhibit J
Montgomery County
1/1/2019 – 12/31/2019**

| Performance area | MVP Standard | % at Risk Per Category |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Telephone Accessibility to Members | Average Speed of Answer. Reported quarterly, measured on an annual basis. | >31.30 seconds - 1% >35 seconds - 2% |
| Telephone Abandonment Rate | 5% or less. Reported quarterly, measured on an annual basis. | 2% |
| Claims Financial Accuracy | 98% or greater This metric is calculated by taking the total dollar amount of claims paid correctly divided by the total dollars paid in the sample. This metric is calculated across a sample of approximately 5% of all processed claims, and is based on the number of dollars in the sample. This metric is measured on an annual basis. | 2% |
| Claims Payment Accuracy | 98% or greater Number of claims paid correctly divided by the total number of claims in the sample. This measure accounts for the number of errors that have financial impact, but not the dollar amount of that impact. Reported quarterly, measured on an annual basis. | 2% |
| Claims Overall Accuracy | 98% or greater This metric is calculated by the total number of claims processed correctly divided by the total number of claims processed. This metric is calculated across a sample of approximately 5% of all processed claims, and is based on the number of claims in the sample. This metric measured on an annual basis. | 2% |
| Total % at Risk: | | 10% |

CLAIMS MEASURES ARE MVP Select Care book of business. Customer Care measures are MVP Select Care EHR book of business.

**MVP Select Care
Montgomery County
Discount Guarantee 2019**
Total Percent of Administrative Fees at Risk: 15%

| % of Annual Administrative Fee At Risk | | Inpatient | | Outpatient | | Physician | |
|----------------------------------------|-------|--------------------------|---------------|--------------------------|---------------|--------------------------|---------------|
| | | Greater than or equal to | And Less Than | Greater than or equal to | And Less Than | Greater than or equal to | And Less Than |
| Target | 0.0% | 36% | - | 55% | - | 43% | - |
| Unfavorable | 7.5% | 31% | 26% | 50% | 55% | 38% | 43% |
| Unfavorable | 15.0% | | 31% | | 50% | | 38% |

Discounts will be calculated based upon all final paid claims for MVP network providers only. Resulting Risk amounts in each category will be weighted by the percentage of allowed that category to arrive at a final combined risk percentage as illustrated below.

Illustrative Settlement Example:

2018 Dates of Service, Paid through 3/31/2020

| Medical Category | Charges | Allowed | Discount | Category Weight (based on Allowed) |
|------------------|-------------|-------------|----------|------------------------------------|
| Inpatient | \$1,200,000 | \$750,000 | 38% | 25% |
| Outpatient | \$3,000,000 | \$1,300,000 | 57% | 44% |
| Physician | \$1,600,000 | \$900,000 | 40% | 31% |
| Total | \$5,700,000 | \$2,950,000 | 48% | 100% |

| | Inpatient | Outpatient | Physician |
|-----------------------|-----------|------------|-----------|
| Risk Result: | 0.0% | 0.0% | 7.5% |
| Category Weight: | 25% | 44% | 31% |
| Weighted Risk Result: | 2.3% | | |

| | |
|--------------------------------------------|-----------|
| Total Base Administrative Fees for Period: | \$200,000 |
| Payment to Client: | \$4,578 |

Client Signature: Nicole Yagale

Title: Personnel Officer Date: 10-2-18

MVP Signature: [Signature]

Title: VP Client Engagement Date: 10/4/18

The Administrative Guarantee is stated in our Exhibit A and subject to mutual agreement and shall not be enforceable until and unless the Exhibit is signed by both Parties.

**EXHIBIT K
BUSINESS ASSOCIATE AGREEMENT**

Provided under Separate Cover

EXHIBIT L

MVP Select Care, Inc. Administrative Fee Proposal for Montgomery County



Effective Dates: January 1, 2018 through December 31, 2020
Quote Expiration Date: December 31, 2018
 (Quote expires 24 months from date and is subject to changes if Market Basket is used by 12/31)

1. MEDICAL ADMINISTRATION- Per Contract-Per Month

| | | |
|--------------------------------------------|----------------------------------------------------------|---------|
| | Managed Administrative Services | \$20.00 |
| | Network Access Fees - Primary Network | \$1.00 |
| | Specialty Specialty Services | \$55.00 |
| | Additional Optional Services | |
| <input type="checkbox"/> | Priority - network level (2 weeks waitlist for location) | (8) 00 |
| <input type="checkbox"/> | Administration of Non-Low Cost Contract | 12.00 |
| <input checked="checked" type="checkbox"/> | Complaint Report Management | 31.00 |
| <input type="checkbox"/> | Case Adjudication-Standard 4th Level | 34.00 |
| <input checked="checked" type="checkbox"/> | Telemedicine Administration | 40.75 |
| <input checked="checked" type="checkbox"/> | Direct Mail Low Cost Network | 31.40 |
| <input type="checkbox"/> | Lifestyle Coaching | 31.00 |
| <input type="checkbox"/> | WellBeing Rewards ¹ | 31.00 |
| <input type="checkbox"/> | Productivity Management Program | 40.95 |
| <input type="checkbox"/> | Retention Management Program | 30.50 |
| <input type="checkbox"/> | Money Pit | 10.00 |

¹ Annualized Direct Mail is provided. Priority is provided for a cost of 2x standard network Mail with 2% to expedite request. Full service administration available for the Primary Network only.

² Additional fee for any additional administrative charges and general administration services.

³ Requires a budget of \$1000 to be placed for fund transfer activities as directed by the MVP Client Account Managers.

2. IMPLEMENTATION FEES

Initial Setup and ERP Development: Nil/Nil
 To assist the client with initial discussion, the first two months of PCPM fees will also be waived.

3. OTHER FEES

| | |
|----------------------------------------------------------------|------------------------------------------|
| National PPO Network Access (see government rate card) | 20% of Savings (10000 Max) per plan |
| National Prescription Program Access | Per Cash Access Fee |
| Regulatory Unit, including compliance, correspondence | 25% of Savings |
| Outsourced Pay-Statement Review Audit or Other Processes | Up to 10% of Recoveries |
| Integration Services | Up to 25% of Recoveries |
| Printing & Distribution | Cost plus 15% |
| Coverage Review by Non-Contracted Plan Appeals | Vendor Cost |
| Electronic Network Administration (e-network) | Vendor Cost |
| WellBeing Rewards - Health Screening Fees | Vendor Cost |
| WellBeing Rewards - Redemption Center Fee | Vendor Cost |
| Setup of Claims exchange feed with External Rx Vendor / Access | Fee Dependent on Vendor Responsibilities |

Claims Mail Out Service
 National prescription mail fee for up to 10 months after implementation. Expense fees will be charged in the first three months following the implementation. Non-claim costs for the following percentages of total savings: 1st month: 10%, 2nd month: 5%, 3rd month: 5%. Total out-of-pocket savings over a 30-day period exceeding \$2000000 shall result in a 10% or more of total gross savings for the remainder of the term.

4. PHARMACY ADMINISTRATION AND PROFIT

| | Rate | Max Cap & floor % |
|-----------------------------------|-------------------------|-------------------|
| Brand - Discount (AMP-Chains PT) | 10.00% | 23.00% |
| Generic Discount | 60.00% | 60.75% |
| Chaining Fee per Drug | \$0.45 | \$0.00 |
| Administrative Fee per paid Brand | \$3.00 | \$3.00 |
| Vendor Return Return | 60% of Revenue Received | |

All of our Drug is defined as a prescription product as provided by a generic supplier to the company and that is used upon the manufacturer's generic name. For a multi-source brand product which was also a brand product as defined in 1. and 2.4.4, the generic will be used as a brand product until it is subject to generic competition. In the presence of such "branded generics" should for the stated purposes.

Percent amount of the estimated savings threshold and is not guaranteed. Savings threshold shall have a floor of \$100,000 and a cap of 10% of the year's total savings. Please contact National Rx & Pharmacy program with the above information to learn more about the Savings Threshold and Program or a Final Contract.

Lowest discounts available to the payor are not to be applied to all generic products and are not guaranteed.
 Administrative fees cover distribution, replenishment, and all other related expenses.

Member rate and the degree of cap to utilization of a retail network distribution program. Distribution shall be based on program details with a maximum of 5% distribution per day and for a cap to a maximum of 1.0 times between days 1 & 7 to require a 40% reduction from any program with 5% utilization. Total drug volume used to be 20% to qualify. Threshold related to member utilization required by MVP to support administration of the national and pharmacy programs and reduce total administrative fees is hereby agreed to be 20% to qualify for MVP services drug use.

Note: MVP has no liability for the accuracy of financial data with respect to member utilization. Discounts for these products will vary from time to time. Contract discounts rates above are effective for 2018 period of service with an approximate increase of 2023.

Agreement: We agree to provide services above and in writing.

Signature: *Michael Uvalde*
 Title: *Personnel Office* Date: *9/26/18*

STOP LOSS INSURANCE PLACEMENT ADDENDUM

THIS STOP LOSS INSURANCE PLACEMENT ADDENDUM (the "Addendum") is incorporated into and made a part of the Administrative Services Agreement entered into between **MVP SELECT CARE, INC.** ("MVP") and **MONTGOMERY COUNTY** ("Client") (together, the "Parties"), which was made effective as of January 1, 2019.

WHEREAS, MVP performs certain administrative services on behalf of Client;

WHEREAS, Client may utilize a stop loss carrier of its choice, and any such vendor election is at the sole discretion of Client; and Client may have elected to utilize the services of a stop loss carrier that has been neither placed nor specifically endorsed by MVP; and

WHEREAS, the Parties seek to clarify the liability resulting from any potential stop loss claim denials;

THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows.

- I. Election of Carrier.** Subject to Section 2.7 of the Administrative Services Agreement, Client acknowledges that the election of any stop loss carrier is at the discretion of Client, and the applicable policy must be specifically accepted by Client, regardless of whether such carrier was placed or recommended by Client's broker (if applicable), MVP, or otherwise.
- II. MVP's Duties.** MVP shall assist Client as necessary in compiling information and submitting stop loss claims to Client's chosen stop loss carrier. MVP will also assist in appealing denials or limitations as appropriate.
- III. Stop Loss Denials.** In the event Client's chosen stop loss carrier adjudicates a given stop loss claim as denied or partially denied, or if reimbursement pursuant to the applicable stop loss policy is otherwise limited in any way, Client acknowledges that MVP has no responsibility for any determination made by the stop loss carrier.
- IV. Indemnification.** Notwithstanding any indemnification provisions otherwise within the Administrative Services Agreement, Client shall hold harmless MVP from, to the fullest extent permitted by law, claims that MVP may incur as a result of acts or omissions of the Client, unfavorable stop loss policy terms, or unfavorable interpretations of the terms of an applicable Plan Document or stop loss policy made by the stop loss carrier.