



Arlington Public Schools

Procurement Office

2110 Washington Blvd., Arlington, VA 22204 · Phone: (703) 228-7643 · Fax: (703) 841-0681

www.apsva.us

Agreement

Contract Title: Medicare Retiree Health Benefits

Contract 41FY22, for the provision of Medicare Retiree Health Benefits (“the Work”) is entered into as of the date the Procurement Agent signs this Agreement, this 27 day of February, 2024, by and between Sierra Health and Life Insurance Company, Inc. (a UnitedHealthcare Underwriting Entity), located at 2720 North Tenaya Way, Las Vegas, NV 89128, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public Schools hereinafter called “APS” or “Owner”.

Contract Term

The initial term of this Contract shall commence on January 1, 2023 and expire on the last day of the thirty-sixth (36) month (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents. Work under this Contract shall commence January 1, 2023.

This Agreement may be renewed for a term not to exceed twelve (12) months (‘Renewal Contract Term’) by written notice given by Group at any time prior to thirty (30) Days before expiration of the Initial Contract Term or Renewal Contract Term. No representative of Group has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. Group, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed three (3) additional one-year periods at the same terms and conditions.

Unless directed otherwise by Group, any work in progress at the time of expiration of this Agreement term may continue and be completed under the terms of this Agreement in existence at the time the Purchase Order for the Work was issued.

Contract Price

APS will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section (“Contract Amount”).

Scope of Services

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide and implement the Work. The Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

Contract Amount

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule. The firm fixed price shall include all of the Contractor's fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

Contract Documents

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #41FY22 and all modifications properly incorporated into the Agreement.
- 2 Attachment A – Scope of Services
- 3 Attachment B – Fee Schedule
- 4 Attachment C – Contractor Certification Regarding Criminal Convictions
- 5 Attachment D – Non-Disclosure and Data Security Agreements
- 6 Attachment E – Contract Terms and Conditions
- 7 Attachment F – Certificate(s) of Insurance
- 8 Attachment G – UHC Performance Guarantees
- 9 Attachment H – Medicare Advantage and Medicare Advantage with Prescription Drug Benefit Group Agreement

The following are incorporated by reference:

- 10 The Request for Proposal (RFP) documents, including all Addenda with revised Appendices D, J and M and additional Appendices N, O, P and Q
- 11 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the "Contract."

Definitions

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

Right to Terminate Contract

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

Payment Procedures:

Payment is on a deliverable basis. Contractor will be paid upon Acceptance of the applicable Deliverables upon its submission of a complete invoice satisfactory to the Project Officer that meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the Purchase Order shall appear on all invoices.

Assignments

This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

Notices

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, or emailed addressed as follows:

To the Contractor: John C. Thompson
National Vice President
United Healthcare Retiree Solutions
2720 North Tenaya Way
Las Vegas, NV 89128
john_c_thompson@uhc.com

To APS: Chatia Moore
Benefits Supervisor
Department of Human Resources
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
chatia.moore@apsva.us

And

Danielle Godfrey
Procurement Director
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
danielle.godfrey@apsva.us

Binding Agreement

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

Acceptance:

Arlington Public Schools

**Sierra Health and Life Insurance Company,
Inc. (a UnitedHealthcare Underwriting
Entity)**

Authorized Signature: *Danielle Godfrey*

Authorized Signature: *Maggie Bass*
[Maggie Bass \(Feb 27, 2024 14:43 CST\)](#)

Printed Name Danielle Godfrey

Printed Name: Maggie Bass

Title: Procurement Director

Title: Regional Contract Man

Date: 02/27/2024

Date: _____

Attachment A
Scope of Services

The scope of Services consists of the following:

1. Provide a national PPO group Medicare Advantage with Medicare Part D plan.
2. Guidelines
 - a. Plan is insurer-filed and has state and federal approval.
 - b. Coverage is guaranteed issue and guaranteed renewable for each participant.
 - c. The plan allows for enrollments of pre-Medicare retirees upon attainment of age 65 during any given plan year.
3. Full administration services include but are not limited to:
 - a. Billing (retiree direct bill, APS and from pension, as applicable)
 - b. Enrollment (open season and ongoing) including onsite meetings with Medicare retiree groups
 - c. An enrollment method which is electronic and integrated with APS' current HRIS.
 - i. UHC can receive electronic eligibility exchanges from any HRIS system that can produce our standard 58-column roster file layout in either a fixed width text or MS Excel format.
 - ii. UHC will work with APS to define the requirements and processes to smoothly enroll and transition retirees to the Group Medicare Advantage PPO plan while being fully compliant with CMS guidelines. The transition to the Group Medicare Advantage PPO will be simplified since UHC already has captured Medicare Beneficiary Identifier (MBIs) for APS retirees currently enrolled in the Group Senior Supplement and Part D Prescription Drugs plans offered by APS. This allows UHC to auto-enroll retirees electronically with CMS for the Group Medicare Advantage PPO plan.
 - d. Communications
 - i. Develop and distribute member handbooks which contain evidence of coverage, enrollee's responsibilities and plan's responsibilities.
 - ii. Design, develop, produce and distribute educational, open enrollment and marketing materials.
 - iii. Administer and distribute all CMS required communications.
 - iv. UHC shall provide Internet-based employee communication tools to use during the implementation/notification process. UHC will provide details of the communication tools available.
 - v. UHC has a first-of-its-kind Virtual Education Center. This site will serve as a guide to help retirees better understand their benefits, find providers, manage costs and get the most out of their health plan. Five educational booths, as outlined below, are provided:
 - How the Plan Works – information regarding benefits, services and programs—and how they help retirees live healthier lives.
 - UnitedHealthcare HouseCalls – additional information on annual check-ups at home to help retirees stay up to date on their health between regular doctors' visits at no extra cost.

- Health & Wellness – It’s not just about getting healthy but staying healthy. This section of the website provides resources to help keep retirees active, and proactive, when it comes to their health.
 - Virtual Visits / Telephonic Nurse Support - Virtual Visits mean personal treatment, even when the retiree can’t see a doctor in person. Our telephonic nurse support line connects retirees with a registered nurse 24 hours a day, seven days a week.
 - Clinical Resources Support - Whether retirees are facing a one- time health challenge or a chronic one, like diabetes, we have the tools to help them manage their condition and thrive.
- vi. In addition to the Virtual Education Site, retirees will have access to the UHC website, retiree.uhc.com. The website provides user-friendly tools and information about the retiree’s group plan – all in one location. Furthermore, retirees can access the website 24 hours a day, seven days a week.
- vii. The website, retiree.uhc.com, provides easy-to-read access, including larger font and logical categories of topics to make research options simple. Current tools and topics include:
- Plan and benefit descriptions.
 - Provider lookup
 - Prescription drugs look up
 - Medicare Made Clear
 - Paying for Medicare
 - How to use your Medicare plan
 - Additional resources and links
- viii. Once enrolled, retirees can register online to easily access additional information including the following functionalities:
- Create a username, password and enter an email address for communication purposes.
 - Register for online delivery of member Explanation of Benefits (EOBs)– eliminating excess paper.
 - Access Health Risk Assessment (HRA), a tool that enables retirees to assess their medical condition.
 - View information about benefits, such as deductibles and out-of- pocket maximums (if applicable)
 - Search claims status and history.
 - Request a call from UHC Group Medicare Advantage member service or initiate a chat during call center hours.
 - Request a secure email from a UHC service advocate on a variety of topics.
 - Search for an in-network provider, hospital or facility.
 - Locate a pharmacy.
 - Create and maintain a drug list in the Drug Pricing & Alternatives tool, allowing the member to understand what they will pay at the pharmacy and find ways to save, when available
 - Access disease specific information and health care advice and guidelines
 - Locate forms and policies.
 - Request replacement materials.

- Print temporary ID cards and order a replacement ID card.
 - Support for caregivers.
 - Look up medical terms and conditions.
 - Create an individual health record, allowing the member to access records, which include:
 - Results
 - Prescriptions
 - Conditions
 - Procedures
 - Visits
 - Allergies
- e. Customer Service
- i. Provide a toll-free customer service number which provides general information on the plan, claims status, and counseling to members.
 - ii. Respond correctly and timely to inquiries received by telephone, by mail or in person.
 - iii. UHC shall provide technical support to facilitate the implementation of the web portal. UHC will provide full support to APS during the implementation of the web portal. David Scinto, UHC's Strategic Account Executive, will conduct education meetings to educate and provide retirees guidance on how to access the web and review what is available online. In addition to education meetings, communication materials include instructions on how to access all web resources.
 - iv. UHC has a dedicated team of Group Medicare Advantage service advocates available to assist retirees with various web portal-related tasks and provide troubleshooting support as needed. Retirees can call and speak to UHC service advocates who provide retiree support for:
 - Website Registration – Help retirees register on the website.
 - Basic HealthSafe ID (HSID) registration navigation
 - Website and/or browser verification
 - HSID – Walk retirees through self-service troubleshooting.
 - Forgot username and forgot password self-service process (prior to locked account)
 - Website Navigation – Help members find what they're looking for.
 - All portal navigation guidance and questions
 - Utilize the retiree authenticated experience for specific issues.
 - Troubleshooting/Other – Help retirees with known issues and workarounds.
 - v. Claim resolution.
 - When claims are processed, UHC substantiates claims based on services offered under the Medicare Advantage Plan, e.g. pharmacy, hospitalization, etc.
4. Plan Management Services and Monitor Effectiveness.
- UHC shall provide the tools/technology for ongoing plan management services and for APS to monitor the effectiveness of the delivery of the Medicare benefits under the Plans. APS will have access to UHC's Employer eServices online portal:
- a. Review retiree data and timelines.

- b. Perform an inquiry search:
 - i. Basic retiree information including Member name, member ID, DOB, enrollment status.
 - ii. Retiree information including Branch, member ID, employer ID (GPS ID number for employer group), effective date of coverage, MBI (formerly known as HICN), Medicare Part A and B effective dates, date application was signed.
 - iii. Demographic information including Effective date of coverage, SSN, prefix, DOB, last name, middle initial, first name, gender, suffix, address, city/state/zip, mailing address (if applicable), home phone, evening phone, extension, email address, written/spoken language preference.
 - iv. Product information including Category type, coverage description, coverage begin date, coverage end date, ESRD status, primary care physician.
 - v. Authorized representative information including Authorized representative first and last name, middle initial, address, city/state/zip, phone number, extension, authorized representative date (date authorized representative is effective), relationship (to retiree)
5. UHC offers the following services at no additional cost to APS retirees:
 - a. ROUTINE PODIATRY: Six routine podiatry visits per year (these benefits are in addition to Medicare covered benefits for podiatry).
 - b. ROUTINE VISION: Routine eye exam refraction once every 12 months with a \$0 copay. There is a \$0 copay for eyeglasses and contact lenses. A \$100 allowance for eyeglasses or contact lenses (in lieu of eyeglasses) is available every 12 months.
 - c. ROUTINE HEARING AND HEARING AID ALLOWANCE: One Routine hearing exam for hearing aids per year with a \$0 copay. There is a combined \$500 hearing aid device allowance provided every three years.
 - d. WIGS: Wigs are available after chemotherapy treatment.
 - e. RALLY COACH: As part of the digital wellness solution, retirees have access to a suite of programs that provide varying levels of online coaching and digital engagement designed to promote health and wellness.
 - i. Wellness Coaching- provides a blended model of personal coaching, self-paced online learning, and digital support across a variety of wellbeing topics including access to quit tobacco support courses to help retirees overcome their addiction to tobacco.
 - ii. Quit For Life- tobacco cessation program using an evidence-based combination of physical, psychological, and behavioral strategies to help retirees overcome their addiction to tobacco.
 - iii. Weight Loss and Diabetes Prevention Program- is a digital weight loss program that can help retirees lose weight and reduce the risk of chronic diseases through online group sessions, digital goal-setting tools to help retirees stay engaged, access to educational content, and customized personal coaching.
 - Case and Disease Management
 - High Risk Members
 - Heart Failure
 - Respiratory Illness
 - Kidney Disease
 - Diabetes
 - Behavioral Health
 - Nurse Support – 24/7

f. PREFERRED DIABETIC SUPPLY PROGRAM

- i. UHC's Preferred Diabetic Supply Program supports a more efficient product cost structure by providing coverage for diabetes glucometers and testing strips. The program provides select Roche and LifeScan (a Johnson & Johnson company) items at a \$0 cost share to the retiree. Other covered diabetic monitoring supplies (lancets, lancing devices, glucose control solution for testing the accuracy of the meter, and batteries for the meter) will continue to have a \$0 cost share regardless of brand.
- ii. Preferred diabetic supplies are available from contracted retail pharmacies, OptumRx Mail Order and contracted national DME providers in the Diabetes Supply Network.

g. UHC HEARING AID ALLOWANCE & DISCOUNT PROGRAM

- i. UHC provides a \$500 hearing aid device allowance provided every three years.
- ii. In addition, through UnitedHealthcare Hearing, retirees have access to premium name brand and private-labeled hearing aids from major manufacturers at a discounted cost. With locations nationwide, retirees have the option to purchase hearing aids in-person, through a hearing provider or have the hearing aids delivered directly to their home with access to virtual follow-up care offered by UnitedHealthcare Hearing. Retirees have more choices than ever before, making it easier to improve their hearing health.

h. MEMBER REWARDS PROGRAM

- i. UHC's Member Rewards Program provides financial rewards through a reloadable Visa gift card for completing certain healthcare activities.

i. RENEW ACTIVE FITNESS BENEFIT

- i. UHC's Renew Active® fitness program provides a free gym membership, and we provide retirees with a larger network of gyms available than Silver Sneakers. UHC offers an innovative blend of physical activity, healthy lifestyle education and socially oriented programming that encourages retirees to take greater control of their health. Renew Active is the gold standard in Medicare fitness programs for body and mind, and includes:
 - A free membership at a fitness location selected from the national network. It's the largest of all Medicare fitness programs, including access to many high demand premium locations.
 - An annual personalized fitness plan
 - Allows retirees who need help to bring a workout assistant to the gym, at no additional cost.
 - Access to thousands of digital on-demand workout videos and live streaming exercise classes
 - Social activities at local health and wellness classes and events
 - Access to the online Fitbit® Community for Renew Active, which allows members to connect and engage with other retirees. No Fitbit device is needed.
 - Access to AARP® Staying Sharp, ® an online program with exclusive content about brain health for Renew Active retirees. It includes a brain health assessment with personalized recommendations and fun activities like interactive challenges, recipes, videos, and games.
 - In 2023, retirees will have access to over 32,000 pieces of digital content to include on-demand workout videos, live streaming fitness classes and digital exercises. Renew Active gives retirees' flexibility to exercise on

their terms and includes access to leading fitness industry brands. They can work out at home, while traveling, and/or supplement their sessions at the gym.

j. HEALTHY AT HOME

i. UHC Healthy at Home combines meal delivery, transportation, and in-home personal care offerings into an easy to use, comprehensive program that delivers needed support, care, and measurable results to retirees.

ii. Benefits include (all of below benefits are available after each hospital discharge and re-set to the maximum level of benefits):

- Post-discharge meal delivery benefit provides 28 home delivered meals for retirees following all inpatient or skilled nursing facility discharges when referred by a UHC Engagement Specialist. There are no limitations on the number of times retirees may access this benefit.
- Post-discharge transportation benefit – includes 12 non-emergency medical rides to and from medically related appointments and the pharmacy. Retirees are eligible for the benefit after all eligible discharges throughout the plan year.
- In-home personal care benefit administered through our national provider - includes up to 6 hours of personal care post discharge, provided by a professional caregiver. This may include grocery shopping, meal preparation, light housekeeping, personal care, medication reminders and more.

k. PERSONAL EMERGENCY RESPONSE SYSTEM (PERS):

i. The PERS is a monitoring device that can give retirees peace of mind knowing in any emergency they are able get help quickly, 24 hours a day. The device is a lightweight button that can be worn on the wrist or as a pendant and may automatically detect falls depending on the model chosen. Retirees must have a working landline and/or cellular phone coverage to take part in this benefit.

6. APS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this RFP as mutually agreed to at a price mutually agreed upon. The change must be approved by the Director/Purchasing Agent and a Contract Amendment and Purchase Change Order issued by the Procurement Office to change the Contract.

End of Scope of Work

Fee Schedule

UnitedHealthcare Group Medicare Advantage PPO (MAPD)

Arlington County Public Schools

Rates for: 1/1/2023 - 12/31/2023

Plan Year: 2023

| Total Premium* | Quote Name | Product Combination | Quoted Membership | Quoted Service Area |
|----------------|------------|---------------------|-------------------|---------------------|
| \$149 | MAPD PPO | MAPD | 1,117 | National |

Please see additional 2023-2025 rate information on the following page.

Stipulations

- This quote is effective 1/1/2023 - 12/31/2023. The situs state is Virginia.
- While we make every effort to honor the rates quoted (notwithstanding the other quote stipulations below), we reserve the right to change these preliminary rates and/or the plan designs quoted based on the final call letter from CMS and the actual National average Part D bid for 2023
- To ensure proper claim adjudication effective 1/1/2023, it is imperative that we have final 1/1/2023 plan design decisions from employers as soon as possible. Final decisions received after 10/1/2022 could be problematic in terms of claim adjudication on 1/1/2023.
- These rates are quoted on a full replacement basis.
- This quote assumes the current employer contribution structure towards the premium will remain in place.
- If members who have previously opted out are to be allowed back into the plan, then this fact must be disclosed at the time of quote.
- If the enrollment were to change by more than +/- 10% from the submitted census, we reserve the right to adjust the rates.
- Please note the following with regard to the drug coverage on these MAPD products: (i) We reserve the right to change our Part D formulary for calendar year 2023 . We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2023. (ii) There is a specific, Part D drug formulary that applies to all of our MAPD plan offerings. (iii) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.
- United reserves the right to modify its 2023 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to: (i) any proposed changes to the Part D program; (ii) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver; (iii) any plan design changes required by the applicable regulatory authority (i.e. mandated benefits); (iv) any Force Majeure event, including but not limited to national pandemic, act of God, acts of terrorism, or anything beyond United's reasonable control; or (v) as otherwise permitted in our contract. This quote assumes that the Point-of Sale (POS) Rebate Rule will not be effective as of January 1, 2023. If the POS Rebate Rule becomes effective as of January 1, 2023, United will modify the 2023 rates accordingly.
- Quote assumes \$0.00 PMPM commission level.
- 9 Pre-65 Medicare eligible retirees are included.

* Premium Rates are Per Member Per Month (PMPM)



ARLINGTON CNTY PUB SCHOOLS Medicare Advantage and Part D

This schedule applies to the ARLINGTON CNTY PUB SCHOOLS population if more than 1000 members are enrolled with UnitedHealthcare for a Medicare Advantage and Part D plan population as of 01/01/2023 for the 2024 and 2025 rate guarantee.

| | <u>2023 Rate</u> | <u>2024 Rate</u> | <u>2025 Rate</u> |
|------|------------------|------------------|------------------|
| MAPD | \$149.00 | \$149.00 | \$149.00 |

Stipulations

- (1) This is a quote effective 01/01/2023 - 12/31/2025
- (2) These rates are quoted on a Full Replacement basis.
- (3) This quote assumes the current employer contribution structure towards the premium will remain in place.
- (4) Please note the following with regard to the drug coverage on these Medicare Advantage and Part D (MAPD) products:
 - (a) We reserve the right to change our Part D formulary for calendar years 2023, 2024, and 2025. We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2023, 2024, and 2025.
 - (b) There is a specific Part D drug formulary that applies to all of our MA-PD plan offerings.
 - (c) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.
- (5) UnitedHealthcare (United) reserves the right to make adjustments at a later date if highly utilized specialty/high cost drugs are introduced that have not been considered in the pricing.
- (6) The premium rate quoted herein assumes that premiums are due in full on a monthly basis on or before the last business day of the month prior to the month for which the premium applies.
- (7) United reserves the right to modify its 2024 and 2025 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to:
 - (a) any changes to the Part D program including, but not limited to, any current proposals or legislation that have not yet been finalized. (Please note that this proposal does account for the recent rule regarding "Pharmacy Price Concessions to Drug Prices at the Point of Sale" that was finalized in the Medicare Advantage and Part D Final Rule for Contract Year 2023, effective January 1, 2024. However, this proposal does not account for any impacts arising from other potential and/or current proposals, legislation or rulemaking related to the Part D program (for example the Point of Sale Rebate legislation that is currently slated to become effective as of 1/1/2026));
 - (b) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver;
 - (c) any plan design changes required by the applicable regulatory authority (i.e., mandated benefits);
 - (d) any Force Majeure event in 2023 or beyond, including but not limited to national pandemic, acts of God, acts of terrorism, or anything beyond United's reasonable control; or
 - (e) as otherwise permitted in our contract.
- (8) Notwithstanding 7 above, United assumes the risk and will hold the rates above if United fails to qualify for Medicare Advantage Quality Bonus Payments provided the Bonus Payments program remains in effect. (i.e., United takes the risk of failure to qualify for the Bonus Payments program).

Updated as of: August 5, 2022

PROPRIETARY INFORMATION OF UNITEDHEALTHCARE INSURANCE COMPANY

UnitedHealthcare Group Medicare Advantage (PPO)

Arlington County Public Schools

Group Medicare Advantage (PPO) MAPD

1/ 1/2023 - 12/31/2023

Medical Coverage

| Benefit Name | In Network Services | Out of Network Services |
|---|-----------------------------|-----------------------------|
| Annual Medical Deductible | None | None |
| Annual Medical Out-of-Pocket Maximum | \$3,000 | \$3,000 |
| Is Annual Medical Out-of-Pocket Maximum combined for IN and OUT of network? | Yes | |
| Physician Services | | |
| Primary Care Physician Office Visit (includes Non-MD office visits) | \$20 | \$20 |
| Specialist Office Visit | \$20 | \$20 |
| Virtual Office Visit | \$20 | \$20 |
| - with Providers: AmWell, Doctor on Demand, or Teladoc | \$0 | |
| Telemedicine | \$20 | \$20 |
| Annual Routine Physical Exam | \$0 | \$0 |
| Inpatient Services | | |
| Inpatient Hospital Stay | \$0 Per Admit | \$0 Per Admit |
| Skilled Nursing Facility Care - Prior hospital stay requirement waived | Yes | Yes |
| Skilled Nursing Facility Care - Benefit Period | 100 Days | |
| Skilled Nursing Facility Care | \$0 Per Day Days 1 - 100 | \$0 Per Day Days 1 - 100 |
| Inpatient Mental Health Lifetime Maximum | Unlimited | |
| Inpatient Mental Health/ Substance Abuse in a Psychiatric Hospital | \$0 Per Admit | \$0 Per Admit |
| Outpatient Services | | |
| Outpatient Surgery | \$0 | \$0 |
| Outpatient Hospital Services | \$0 | \$0 |
| Outpatient Mental Health/Substance Abuse - Individual Visit | \$20 | \$20 |
| Outpatient Mental Health/Substance Abuse - Group Visit | \$20 | \$20 |
| Partial Hospitalization (Mental Health Day Treatment) per day | \$0 | \$0 |
| Comprehensive Outpatient Rehabilitation Facility (CORF) | \$0 | \$0 |
| Occupational Therapy | \$0 | \$0 |
| Physical Therapy and Speech/Language Therapy | \$0 | \$0 |
| Cardiac/Intensive Cardiac/Pulmonary Rehabilitation/SET | \$0 | \$0 |
| Intensive Cardiac Rehabilitation | \$0 | \$0 |
| Pulmonary Rehabilitation | \$0 | \$0 |
| Supervised Exercise Therapy (SET) for Symptomatic peripheral artery disease (PAD) | \$0 | \$0 |
| Kidney Dialysis | \$0 | \$0 |
| Medicare Covered Services | | |
| Chiropractic Visit | \$20 | \$20 |
| Podiatry Visit | \$20 | \$20 |
| Eye Exam | \$20 | \$20 |
| Eyewear (Frames and Lenses after cataract surgery) | \$0 | \$0 |
| Hearing Exam | \$20 | \$20 |
| Dental Services | \$20 | \$20 |

Group Medicare Advantage (PPO) MAPD

Proprietary and Confidential

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

| Medical Coverage | | |
|---|---------------------|-------------------------|
| Benefit Name | In Network Services | Out of Network Services |
| HIV Screening | \$0 | \$0 |
| Screening and Behavioral Counseling Interventions in Primary Care to Reduce Alcohol Misuse | \$0 | \$0 |
| Screening for Depression in Adults | \$0 | \$0 |
| Screening for Sexually Transmitted Infections (STIs) and high intensity Behavioral Counseling to prevent STIs | \$0 | \$0 |
| Intensive Behavioral Therapy to reduce Cardiovascular Disease Risk | \$0 | \$0 |
| Screening and Counseling for Obesity | \$0 | \$0 |
| Glaucoma Screening | \$0 | \$0 |
| Kidney Disease Education | \$0 | \$0 |
| Dialysis Training | \$0 | \$0 |
| Hepatitis C Screening | \$0 | \$0 |
| Lung Cancer Screening | \$0 | \$0 |
| Additional Benefits/Non-Medicare Covered Services | | |
| Routine Podiatry | | |
| Routine Podiatry | \$20 | \$20 |
| Routine Podiatry - Number of visits per year | | 6 Visits |
| Routine Vision | | |
| Routine Eye Exam Refraction - Every 12 months | \$0 | \$0 |
| Vision Hardware - Eyeglasses and Contact Lens Copay | \$0 | \$0 |
| Vision Hardware - Allowance for Eyeglasses - OR - Contact Lenses (in lieu of Eyeglasses) | | \$100 |
| Vision Hardware - Benefit Period | | Every 12 Months |
| Routine Hearing | | |
| Routine Hearing Exam for Hearing Aids | \$0 | \$0 |
| Routine Hearing Exam - Number of Visits | | 1 Visit |
| Routine Hearing Exam - Benefit Period | | 1 Year |
| Routine Hearing Aid - Allowance Per Ear or Combined | Combined | N/A |
| Routine Hearing Aid - Number of Devices | Unlimited | N/A |
| Routine Hearing Aid - Benefit Period | 3 Years | N/A |
| Routine Hearing Aid - Device Allowance | \$500 | N/A |
| Wigs | | |
| Wigs (after Chemotherapy treatment) | \$0 | \$0 |
| Wellness/Clinical Programs | | |
| UHC Healthy At Home - Post-Discharge Program , following each discharge: - 12 non-emergency medical rides - 28 home delivered meals - 6 hours in-home personal care | | Included |
| Fitness Program | | Included |
| Personal Emergency Response System - Benefit includes a lightweight device (worn on the wrist or as a pendant) that provides 24/7 access to emergency care. | | Included |
| HouseCalls Program | | Included |

| Wellness/Clinical Programs | |
|--|-----------------|
| Rally Coach including: <ul style="list-style-type: none"> • Wellness Coaching blended model of personal coaching, self-paced online learning and digital support across a variety of wellbeing topics such as healthy eating, sleep management, and more. • Quit For Life tobacco cessation program using an evidence-based combination of physical, psychological and behavioral strategies to help members overcome their addiction to tobacco. • Real Appeal: two digital weight loss programs: Real Appeal Weight Loss Support and Real Appeal Diabetes Prevention. | Included |
| Case and Disease Management, including: <ul style="list-style-type: none"> - High Risk Members - Heart Failure - Respiratory Illness - Kidney Disease - Diabetes - Behavioral Health - Nurse Support - 24/7 | Included |
| Preferred Diabetic Supply Program | Included |
| UHC Hearing Aid Discount Program <ul style="list-style-type: none"> - Note: Available services and offerings may be limited in the U.S. Territories | Included |
| Member Rewards Program <ul style="list-style-type: none"> - Reward cards for completing certain health care activities | Included |

Outpatient Prescription Drug Coverage

| | |
|---|--|
| Prescription Drug Plan | Custom Plan |
| Formulary | Standard (PDP) Formulary G (Group Choice Formulary) |
| Bonus Drug List | List U |
| Formulary Edits (step therapy, quantity limits, prior authorization) | Standard: Edits On |
| Benefit Name | In Network Services |
| Part D Gap Coverage | |
| Part D Gap Coverage | Full Coverage |
| Custom OOP, ICL, Catastrophic | |
| Initial Coverage Limit | \$4,660 |
| True Out of Pocket Threshold (TrOOP) | \$7,400 |
| Catastrophic Coverage over TrOOP | CMS Standard |
| | Member pays greater of: |
| Copay for generics | \$4.15 |
| Copay for all other drugs | \$10.35 |
| - OR - Coinsurance | 5% |
| Day Supply Information | |
| Note: 90 day retail supply is available for 3x copay amount | |
| Retail Day Supply (Tiers 1-4) | 30 |
| Mail Order Day Supply (Tiers 1-4) | 90 |

Outpatient Prescription Drug Coverage

Part D Retail Copay

| | |
|--|------|
| Tier 1: Preferred Generic (Most generic drugs) | \$10 |
| Tier 2: Preferred Brand (Many common brand name drugs, called preferred brands and some higher-cost generic drugs) | \$25 |
| Tier 3: Non-Preferred Drug (Non-preferred generic and non-preferred brand name drugs. In addition, Part D eligible compound medications are covered in Tier 3.) | \$40 |
| Tier 4: Specialty Tier (Unique and/or very high-cost brand and generic drugs) | \$40 |

Part D Mail Order Copay

| | |
|--|------|
| Tier 1: Preferred Generic (Most generic drugs) | \$20 |
| Tier 2: Preferred Brand (Many common brand name drugs, called preferred brands and some higher-cost generic drugs) | \$50 |
| Tier 3: Non-Preferred Drug (Non-preferred generic and non-preferred brand name drugs. In addition, Part D eligible compound medications are covered in Tier 3.) | \$80 |
| Tier 4: Specialty Tier (Unique and/or very high-cost brand and generic drugs) | \$80 |

Additional Rx Benefit Details

MAPD plan using PDP formulary

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

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

UnitedHealthcare Group Medicare Advantage PPO (MA only)

Arlington County Public Schools

Rates for: 1/1/2023 - 12/31/2023 Plan Year: 2023

| Total Premium* | Quote Name | Product Combination | Quoted Membership | Quoted Service Area |
|----------------|-------------|---------------------|-------------------|---------------------|
| \$0 | MA only PPO | MA only | 20 | National |

Please see additional 2023-2025 rate information on the following page.

Stipulations

- This quote is effective 1/1/2023 - 12/31/2023. The situs state is Virginia.
- While we make every effort to honor the rates quoted (notwithstanding the other quote stipulations below), we reserve the right to change these preliminary rates and/or the plan designs quoted based on the final call letter from CMS
- To ensure proper claim adjudication effective 1/1/2023, it is imperative that we have final 1/1/2023 plan design decisions from employers as soon as possible. Final decisions received after 10/1/2022 could be problematic in terms of claim adjudication on 1/1/2023.
- This quote assumes the current employer contribution structure towards the premium will remain in place.
- If competing plans are offered to the retirees alongside our plan, the following predications apply: (i) All competing carriers must be offering a comprehensive Rx benefit with no less than full coverage in the gap.(ii) Premium cost for each retiree must be equal to or lower for our plan than for any other plan. (iii) Our rates and/or plan design may be subject to change pending our final review of all competing carrier offerings.
- This quote assumes that the employer pays 50% of the premium.
- If members who have previously opted out are to be allowed back into the plan, then this fact must be disclosed at the time of quote.
- If the enrollment were to change by more than +/- 10% from the submitted census, we reserve the right to adjust the rates.
- United reserves the right to modify its 2023 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage program that will have an impact to the program costs or revenue, including but not limited to: (i) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver; (ii) any plan design changes required by the applicable regulatory authority (i.e. mandated benefits); (iii) any Force Majeure event, including but not limited to national pandemic, act of God, acts of terrorism, or anything beyond United's reasonable control; or (iv) as otherwise permitted in our contract.
- Quote assumes \$0.00 PMPM commission level.
- Pre-65 Medicare eligible retirees are included.

* Premium Rates are Per Member Per Month (PMPM)



ARLINGTON CNTY PUB SCHOOLS Medicare Advantage

This schedule applies to the ARLINGTON CNTY PUB SCHOOLS population if more than 20 members are enrolled with UnitedHealthcare for a Medicare Advantage plan population as of 01/01/2023 for the 2024 and 2025 rate guarantee.

| | <u>2023 Rate</u> | <u>2024 Rate</u> | <u>2025 Rate</u> |
|---------|------------------|------------------|------------------|
| MA Only | \$0.00 | \$0.00 | \$0.00 |

Stipulations

- (1) This is a quote effective 01/01/2023 - 12/31/2025
- (2) These rates are quoted assuming our MA offering is alongside of our MAPD plan offering.
- (3) This quote assumes the current employer contribution structure towards the premium will remain in place.
- (4) The premium rate quoted herein assumes that premiums are due in full on a monthly basis on or before the last business day of the month prior to the month for which the premium applies.
- (5) UnitedHealthcare (United) reserves the right to modify its 2024 and 2025 rates in the event of changes to existing laws, regulations, or any new legislation, assessment, taxes, and/or marketplace changes to the Medicare Advantage program that will have an impact to the program costs or revenue, including but not limited to:
 - (a) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver;
 - (b) any plan design changes required by the applicable regulatory authority (i.e., mandated benefits);
 - (c) any Force Majeure event in 2023 or beyond, including but not limited to national pandemic, acts of God, acts of terrorism, or anything beyond United's reasonable control; or
 - (d) as otherwise permitted in our contract
- (6) Notwithstanding 5 above, United assumes the risk and will hold the rates above if United fails to qualify for MA Quality Bonus Payments provided the Bonus Payments program remains in effect. (i.e., United takes the risk of failure to qualify for the Bonus Payments program).

Updated as of: August 5, 2022

PROPRIETARY INFORMATION OF UNITEDHEALTHCARE INSURANCE COMPANY

UnitedHealthcare Group Medicare Advantage (PPO)

Arlington County Public Schools

Group Medicare Advantage (PPO) MA-only

1/ 1/2023 - 12/31/2023

Medical Coverage

| Benefit Name | In Network Services | Out of Network Services |
|---|-----------------------------|-----------------------------|
| Annual Medical Deductible | None | None |
| Annual Medical Out-of-Pocket Maximum | \$3,000 | \$3,000 |
| Is Annual Medical Out-of-Pocket Maximum combined for IN and OUT of network? | Yes | |
| Physician Services | | |
| Primary Care Physician Office Visit (includes Non-MD office visits) | \$20 | \$20 |
| Specialist Office Visit | \$20 | \$20 |
| Virtual Office Visit | \$20 | \$20 |
| - with Providers: AmWell, Doctor on Demand, or Teladoc | \$0 | |
| Telemedicine | \$20 | \$20 |
| Annual Routine Physical Exam | \$0 | \$0 |
| Inpatient Services | | |
| Inpatient Hospital Stay | \$0 Per Admit | \$0 Per Admit |
| Skilled Nursing Facility Care - Prior hospital stay requirement waived | Yes | Yes |
| Skilled Nursing Facility Care - Benefit Period | 100 Days | |
| Skilled Nursing Facility Care | \$0 Per Day Days 1 - 100 | \$0 Per Day Days 1 - 100 |
| Inpatient Mental Health Lifetime Maximum | Unlimited | |
| Inpatient Mental Health/ Substance Abuse in a Psychiatric Hospital | \$0 Per Admit | \$0 Per Admit |
| Outpatient Services | | |
| Outpatient Surgery | \$0 | \$0 |
| Outpatient Hospital Services | \$0 | \$0 |
| Outpatient Mental Health/Substance Abuse - Individual Visit | \$20 | \$20 |
| Outpatient Mental Health/Substance Abuse - Group Visit | \$20 | \$20 |
| Partial Hospitalization (Mental Health Day Treatment) per day | \$0 | \$0 |
| Comprehensive Outpatient Rehabilitation Facility (CORF) | \$0 | \$0 |
| Occupational Therapy | \$0 | \$0 |
| Physical Therapy and Speech/Language Therapy | \$0 | \$0 |
| Cardiac/Intensive Cardiac/Pulmonary Rehabilitation/SET | \$0 | \$0 |
| Intensive Cardiac Rehabilitation | \$0 | \$0 |
| Pulmonary Rehabilitation | \$0 | \$0 |
| Supervised Exercise Therapy (SET) for Symptomatic peripheral artery disease (PAD) | \$0 | \$0 |
| Kidney Dialysis | \$0 | \$0 |
| Medicare Covered Services | | |
| Chiropractic Visit | \$20 | \$20 |
| Podiatry Visit | \$20 | \$20 |
| Eye Exam | \$20 | \$20 |
| Eyewear (Frames and Lenses after cataract surgery) | \$0 | \$0 |
| Hearing Exam | \$20 | \$20 |
| Dental Services | \$20 | \$20 |

Group Medicare Advantage (PPO) MA-only

Proprietary and Confidential

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

| Medical Coverage | | |
|---|---------------------|-------------------------|
| Benefit Name | In Network Services | Out of Network Services |
| HIV Screening | \$0 | \$0 |
| Screening and Behavioral Counseling Interventions in Primary Care to Reduce Alcohol Misuse | \$0 | \$0 |
| Screening for Depression in Adults | \$0 | \$0 |
| Screening for Sexually Transmitted Infections (STIs) and high intensity Behavioral Counseling to prevent STIs | \$0 | \$0 |
| Intensive Behavioral Therapy to reduce Cardiovascular Disease Risk | \$0 | \$0 |
| Screening and Counseling for Obesity | \$0 | \$0 |
| Glaucoma Screening | \$0 | \$0 |
| Kidney Disease Education | \$0 | \$0 |
| Dialysis Training | \$0 | \$0 |
| Hepatitis C Screening | \$0 | \$0 |
| Lung Cancer Screening | \$0 | \$0 |
| Additional Benefits/Non-Medicare Covered Services | | |
| Routine Podiatry | | |
| Routine Podiatry | \$20 | \$20 |
| Routine Podiatry - Number of visits per year | | 6 Visits |
| Routine Vision | | |
| Routine Eye Exam Refraction - Every 12 months | \$0 | \$0 |
| Vision Hardware - Eyeglasses and Contact Lens Copay | \$0 | \$0 |
| Vision Hardware - Allowance for Eyeglasses - OR - Contact Lenses (in lieu of Eyeglasses) | | \$100 |
| Vision Hardware - Benefit Period | | Every 12 Months |
| Routine Hearing | | |
| Routine Hearing Exam for Hearing Aids | \$0 | \$0 |
| Routine Hearing Exam - Number of Visits | | 1 Visit |
| Routine Hearing Exam - Benefit Period | | 1 Year |
| Routine Hearing Aid - Allowance Per Ear or Combined | Combined | N/A |
| Routine Hearing Aid - Number of Devices | Unlimited | N/A |
| Routine Hearing Aid - Benefit Period | 3 Years | N/A |
| Routine Hearing Aid - Device Allowance | \$500 | N/A |
| Wigs | | |
| Wigs (after Chemotherapy treatment) | \$0 | \$0 |
| Wellness/Clinical Programs | | |
| UHC Healthy At Home - Post-Discharge Program , following each discharge: - 12 non-emergency medical rides - 28 home delivered meals - 6 hours in-home personal care | | Included |
| Fitness Program | | Included |
| Personal Emergency Response System - Benefit includes a lightweight device (worn on the wrist or as a pendant) that provides 24/7 access to emergency care. | | Included |
| HouseCalls Program | | Included |

| Wellness/Clinical Programs | |
|---|-----------------|
| <p>Rally Coach including:</p> <ul style="list-style-type: none"> • Wellness Coaching blended model of personal coaching, self-paced online learning and digital support across a variety of wellbeing topics such as healthy eating, sleep management, and more. • Quit For Life tobacco cessation program using an evidence-based combination of physical, psychological and behavioral strategies to help members overcome their addiction to tobacco. • Real Appeal: two digital weight loss programs: Real Appeal Weight Loss Support and Real Appeal Diabetes Prevention. | Included |
| <p>Case and Disease Management, including:</p> <ul style="list-style-type: none"> - High Risk Members - Heart Failure - Respiratory Illness - Kidney Disease - Diabetes - Behavioral Health - Nurse Support - 24/7 | Included |
| Preferred Diabetic Supply Program | Included |
| <p>UHC Hearing Aid Discount Program</p> <ul style="list-style-type: none"> - Note: Available services and offerings may be limited in the U.S. Territories | Included |
| <p>Member Rewards Program</p> <ul style="list-style-type: none"> - Reward cards for completing certain health care activities | Included |

UnitedHealthcare Group Medicare Advantage® Plans are offered by United HealthCare Insurance Company and its affiliated companies, Medicare Advantage Organizations with a Medicare contract. Limitations, copayments and coinsurance may apply. Benefits may vary by employer group. By group's acceptance of this proposal or upon group's first premium payment, whichever occurs first, Group represents to UnitedHealthcare that it offers employment-based retiree coverage as that term is defined in 42 CFR 422.106(d)(5) and that it will only enroll individuals with the status of a retired participant, or spouse or dependent of a retired participant, in the group's employment-based group plan.

End of Pricing Schedule

Attachment C

Contractor Certification Regarding Criminal Convictions

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
 - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
 - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
 - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

Sierra Health and Life Insurance Company
(a UnitedHealthcare Underwriting Entity)
Name of Offeror



Signature

2720 North Tenaya Way
Las Vegas, NV 89128
Address of Offeror

Ryan Kuehn
Name and Title (please type or print)

(877) 714-0178
Telephone

June 28, 2022
Date

Attachment D

Non-Disclosure and Data Security Agreement

The undersigned, an authorized agent of the Contractor and on behalf of UnitedHealthcare Insurance Company (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter "Information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the "Work" or "APS Contract" as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as "Information" or "APS Information").

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

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

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

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor's work site or the APS' physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of Information, security breach, hacking or other breach of this Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor's security policies, or any

Attachment E

Contract Terms and Conditions

1. Standard of Care
In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.
2. Responsibility of the Contractor
The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.
3. Responsibility for Claims and Liabilities
APS' review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.
4. Payment
Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued APS Purchase Order shall appear on all invoices. Submit invoices, as applicable:
 - a. By US Mail to:
Arlington Public Schools Finance Office 2110
Washington Blvd.
Arlington VA 22204 OR
 - b. By email to: aps.payables@apsva.us
5. Project Officer
The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.
6. Adjustments for Change in Scope
The parties may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions . Such changes requiring adjustments to the amount of compensation due the Contractor shall be made by a written amendment to the Contract signed by APS and the Contractor.
7. Additional Services
The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Contract has been executed by both parties.
8. Reimbursable Expenses
All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

9. Reimbursable Travel-Related Expenses

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

10. Payment of Subcontractors*

Unless otherwise agreed upon in Contractor's subcontractor agreements, Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

11. Non-Appropriation*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the School Board for the goods or services provided under this Contract, or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

12. APS Purchase Order Requirement*

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of APS and such approval will not be unreasonably withheld. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's reassignment, resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors, if able, satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. Supervision by Contractor

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract and shall only employ on the Work persons reasonably proficient in the work assigned.

16. Employment Discrimination by Contractor Prohibited*

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

17. Employment of Unauthorized Aliens Prohibited*

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. Drug-Free Workplace to be Maintained by Contractor*

During the performance of the Work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free

workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the Procurement Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. Termination for Cause, Including Breach and Default; Cure

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Such termination is subject to any required notice and carry-on services required pursuant to state or federal laws and regulation, but not to exceed thirty (30) days.

Notwithstanding any provision in this Contract to the contrary, APS shall be entitled to recover, all damages to which APS is entitled by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all reasonable attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, but no less than 30 days from the date of termination, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

20. Termination for the Convenience of APS

The performance of work under this Contract may be terminated by the Procurement Agent in whole or in part whenever the Procurement Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty (30) calendar days

before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated.

21. Indemnification* (Note: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

22. Intellectual Property Indemnification*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

23. Copyright: INTENTIONALLY DELETED

24. Ownership and Return of Records

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all, data, information, , , documents or records of any type, whether written or oral or electronic, provided by APS directly to Contractor, , are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

25. Confidential Information

The parties, and its employees, agents, and subcontractors, hereby agree to hold as confidential all information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The parties shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

26. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

27. Data Security

The Contractor agrees that it shall hold all APS data, sent by APS directly to Contractor, obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable Contractor security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) APS' Non-Disclosure and Data Security Agreement (NDA). APS shall require that an authorized Contractor

designee, and all key employees, agents or subcontractors working on-site at APS facilities, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases. A copy of the signed NDAs shall be available with the APS Project Officer upon request.

- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this Data Security and Protection provision or any NDA.
- (c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor certifies that their data security policy and procedures for securing APS information is in compliance with applicable Federal, state and local regulations and requirements. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment pursuant to Contractor's policies. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Contract and shall certify completion of this task, in writing, to APS Project Officer. If return or destruction is not feasible, Contractor will protect APS Information pursuant to this Agreement.
- (g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within (10) Ten days of the discovery of any unintended access to, use or disclosure of APS Information.
- (h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

28. Ethics in Public Contracting*

This Contract incorporates by reference Article 9 of the Procurement Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2- 3100 et seq.), the Virginia Governmental

Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. APS Employees*

No employee of APS Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

30. Force Majeure

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract. Any period hereinabove specified for the completion of this Work shall be extended by such time as shall be fixed by APS.

31. Authority to Transact Business*

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

32. Relation to APS*

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

33. Antitrust: INTENTIONALLY DELETED

34. Report Standards

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be reasonably grammatically correct and reasonably not contain spelling errors, shall be submitted in a format mutually approved in advance by the parties, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

35. Audit

At APS's own cost and expense, once every twelve 12 months throughout the Contract Term, Contractor will permit APS, upon thirty (30) days advance notice to Contractor and subject to a mutually agreeable confidentiality agreement, as reasonably necessary to perform an audit to determine if the services are being accurately performed. The scope, timing, nature and approach of such audit must be mutually agreed to, in writing, by the parties. The audit must be performed during regular business hours, at a date and time agreed to by both parties, and will not require on-line access to Information Processing System(s) (i.e. application access, penetration testing, vulnerability scanning, etc.). The duration of any audit will be mutually agreed to by the Parties.

36. Amendments

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the

37. Arlington Public Schools Procurement Resolution and Policies*

Notwithstanding any provision to the contrary herein, no provision of Article 1, 2 and 7 of Procurement Resolution as amended on July 6, 2023 or any applicable APS policy is waived in whole or in part.

38. Dispute Resolution*

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be in accordance to Article 7 of APS Procurement Resolution as amended on July 6, 2023.

39. Applicable Law, Forum, Venue and Jurisdiction*

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. Arbitration

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

41. Nonexclusively of Remedies

All remedies available to the parties under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to a party at law or in equity.

42. No Waiver

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

43. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Contract.

44. No Waiver of Sovereign Immunity*

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

45. Survival of Terms

In addition to any numbered section in this Contract which specifically state that the term, paragraph or subsection survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to APS; Ownership and Return of Records; Audit; Confidential Information, and Data Security and Protection.

46. Headings

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

47. Ambiguities

Each party and its counsel have participated fully in the review and revision of this Contract . Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

48. Non-Discrimination Notice*

APS does not discriminate against faith-based organizations.

49. Insurance Requirements

A. Overview

During the term of this Contract, the Contractor shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better.
3. If APS suffers damages under the Contract and makes a claim on the named insurance company by APS, and the claim is not paid in full by the insurance company, Contractor acknowledges that it shall remain wholly liable, where liability is established pursuant to applicable law, for the full amount of the claim regardless of the solvency of the insurance company or the insurance company's willingness to pay the claim in full.
4. The Contractor must disclose in the Certificate of Insurance the self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a self – insurance program. If, in its discretion, APS is not satisfied as to the Contractor's financial capacity to meet its obligations under a proposed self – insurance program, the Contractor shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor to ensure protection for APS.

B. Certificates of Insurance & Additional Insured Status:

1. Contractor

The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds by endorsement for all insurance policies except Workers Compensation.

2. Subcontractors: INTENTIONALLY DELETED

C. Termination & Or Augmentation of Insurance Policies:

1. All required insurance policies must be endorsed through a Certificate of Insurance to provide that the insurance company shall give **forty-five (45) days written notice** to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before commencing Work, the Contractor shall provide APS with a Certificate of Insurance referencing each policy which it shall carry in accordance herewith. The Contractor terminating or materially augmenting any insurance policy without giving APS forty-five (45) days' notice will be in direct violation of the terms and conditions of the Contract.
2. If insurance coverage is allowed to lapse and a loss occurs, the Contractor will still be required to indemnify, pursuant to the Indemnification provision in this Agreement, and hold APS harmless for all substantiated losses sustained, regardless of whether insurance is present or not.

D. Insurance Required by The Contract: Casualty

Insurance:

1. Commercial General Liability occurrence-based insurance:

Commercial General Liability occurrence-based insurance shall be in place until APS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School

Board including its elected and appointed officials, agents, and employees.

| Type of Insurance | Limit Per Occurrence | Aggregate Limit |
|------------------------------|----------------------|-----------------|
| Commercial General Liability | \$2,000,000 | \$4,000,000 |

2. Subcontractor’s Commercial General Liability Insurance: INTENTIONALLY DELETED

3. Worker's Compensation and Employer's Liability Insurance:

Worker’s Compensation and Employer’s Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

| Type of Insurance | Limit Per Occurrence | Aggregate Limit |
|-----------------------|----------------------|-----------------|
| Worker’s Compensation | Statutory Limit | Statutory Limit |
| Employer’s Liability | \$100,000 | \$100,000 |

4. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

| Type of Insurance | Limit Per Occurrence | Aggregate Limit |
|---------------------------------|----------------------|-----------------|
| Commercial Automobile Liability | \$1,000,000 | \$2,000,000 |

5. Cyber Liability Insurance:

A standalone Cyber Liability insurance shall be in place for Contractor. Coverage to include: Economic Loss arising out of Contractor’s capacity for which it is being hired, and Coverage resulting from the ability of a third-party to gain access to APS’ computer system, Contractor’s failure to prevent unauthorized access (e.g., breach) to or use of an Contractor’s computer system, and unauthorized access (e.g., breach) or use of confidential information (e.g., Personally Identifiable Information (PII) and Protected Health Information (PHI)). Coverage shall include but not be limited to:

1. Data Breach & Incident Response
2. Network Security, Privacy and Data Breach Liability
3. Regulatory Liability
4. PCI Fines & Assessments
5. Data Restoration
6. Cyber Extortion Including Ransomware
7. Media Liability
8. Social Engineering & Fraud Event
9. Forensics

| Type of Insurance | Limit Per Occurrence | Aggregate Limit |
|-------------------|----------------------|-----------------|
| Cyber Liability | \$3,000,000 | \$6,000,000 |

E. Receipt of Certificates of Insurance:

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of the Contractor’s receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on its

subcontract until all insurance required of the Subcontractor by Contractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein.

F. Use of Excess / Umbrella Liability Insurance:

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS' Risk Manager and its use can be denied based on that review.

G. Consideration of Claims Made Insurance Coverage:

APS will consider claims made insurance coverage on a case-by-case basis **APS reserves the right to accept or deny the use of Claims Made Insurance coverage at any time.**

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract for General Liability policies five (5) years for Professional Liability & Cyber policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract.

or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

If claims made insurance is utilized by the Contractor and or their Subcontractors and a claim occurs that relates back to the vendor's services. The Contractor and or their Subcontractors will indemnify and hold APS harmless of all losses regardless of whether they have insurance coverage in place or not.

H. Contract Identification:

All certificates of insurance shall state the Contract number and title.

50. Accessibility of Web Site*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

51. Arlington County Business License

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

52. Failure to Deliver

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

53. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

54. Non-Endorsement Clause for Contracts and Agreements

APS may be identified as a "Participant" in the Work with the following statement added: "This shall not constitute an endorsement of any products or services". For further information, please contact the APS Department of Schools and Community Relations.

55. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

56. Extension of Contract Term

The Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

57. Student Data Usage and Privacy Agreement Intentionally deleted.

58. Contractor Certification Regarding Criminal Convictions*

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1- 902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
 - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
 - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
 - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work on school property after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification.

59. Cooperative Contract for Use by Other Public Bodies: INTENTIONALLY DELETED

60. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor*

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

61. Vaccine Requirement: INTENTIONALLY DELETED

End of Contract Terms and Conditions

Attachment F
Certificate(s) of Insurance

Attachment G
Performance Guarantees

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

These Performance Guarantees will become effective upon the later of (1) the Effective Date of this Agreement; or (2) the date this Agreement is signed by both parties. In the event these Performance Guarantees become effective later than the Effective Date of this Agreement: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the next anniversary of the Effective Date following the date this Agreement is signed by both parties.

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

| | | |
|--|---|--|
| Total Fees at Risk for all Medicare Advantage Medical Performance Guarantees | | PREMIUM PLAN: 3% of total employer paid premium annually |
| Product | | MAPD PPO plan |
| <u>Member Phone Service</u> | | |
| Phone service guarantees and standards apply to Member calls made to the customer care center that primarily services Group members. | | |
| <u>Abandonment Rate</u> | | |
| Definition | The percentage of calls queued that abandon (hang up) will be no greater than the percentage set forth. | |
| Measurement | The percentage of calls queued that abandon (hang up) before being answered by a representative. | 3% |
| • Criteria | Standard system tracking reports. | |
| • Level | Group Retiree Medicare Advantage book of business. | |
| • Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| <u>Service Level</u> | | |
| Definition | The percentage of answered member calls that are answered within the parameters set forth. | |
| Measurement | Percentage of calls answered. | 80% |
| • Criteria | Time answered in seconds, on average. | seconds30 |
| • Level | Standard system tracking reports. | |
| • Period | Group Retiree Medicare Advantage book of business. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| <u>Claims Operations</u> | | |
| <u>Dollar Accuracy</u> | | |
| Definition | Claims dollars paid accurately will not be less than the designated percent. | |
| Measurement | Percentage of claims dollars paid accurately. | 99% |
| • Criteria | Standard Claims Operations Report. | |

| | | |
|---|--|--|
| • Level • Period | Statistically significant random sample of claims processed is reviewed to determine the percentage of claim processed without payment errors. Measurement: (Sample Claim Dollars Paid - Mispaid) / Sample Claim Dollars Paid. | |
| | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Procedural Accuracy | | |
| Definition | Procedural accuracy rate of not less than the designated percent. | |
| Measurement | Percentage of claims processed without procedural (i.e. non-financial) errors. | 97% |
| | Standard Claims Operations Report. | |
| • Criteria | Statistically significant random sample of claims processed is reviewed to determine the percentage of claim processed without payment errors. | |
| | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Payment Accuracy | | |
| Definition | Claims Payment Accuracy Percentage will not be less than the designated percent. | |
| Measurement | Percentage of sampled claims paid without errors. | 97% |
| | Standard Claims Operations Report. | |
| • Criteria | (Number of Sampled Claims - Number of Sampled Claims with Financial Defects) / Number of Sampled Claims. | |
| | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Claims Time to Process in 50 calendar days | | |
| Definition | The percentage of all claims United receives will be processed within the designated number of calendar days of receipt. | |
| Measurement | Percentage of clean claims processed (Fair and Non-Fair Providers, including paid and unpaid claims). | 95% |
| | Calendar days after receipt. | 30 |
| • Criteria | Standard Claims Operations Report. | |
| | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Eligibility File | | |
| Eligibility File Load | | |
| Definition | Member Applications processed within the designated number of calendar days of receipt of properly completed applications. | |
| Measurement | Percentage of member applications or enrollment files processed within seven (7) calendar days of receipt (must be received by 12:00 noon EST otherwise they are considered received on the following calendar day) | 95% |
| | Standard system tracking reports; the guarantee is waived for member applications that cannot be processed because they have been not properly completed. | |
| • Criteria | Customer specific. | |

| | | |
|---|--|--|
| Payment Period | Reported quarterly. Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Fulfillment - ID Cards New Member ID Card Distribution | | |
| Definition | New Member ID Cards will be postmarked within the parameters set forth. | |
| Measurement | Percentage of new member ID cards mailed within seven (7) calendar days of receiving CMS approval. | 99% |
| • Criteria | Calculated on the actual number of new member ID cards mailed within seven (7) calendar days divided by the total number of member applications. Customer specific. | |
| • Level | | |
| • Period | | |
| Payment Period | Annual enrollment period. | |
| Payment Period | Annually. | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Claim Operations - Pharmacy Electronic Claim Turnaround Time | | |
| Definition | The number of seconds taken to process all clean electronic pharmacy claims received. | |
| Measurement | Percentage of claims processed : As measured by the total elapsed time from the point a transaction is received by United's pharmacy system from the dispensing pharmacy until the submitted transaction is adjudicated and appropriate claim payment information is issued. | 99% |
| • Criteria | Time to process, not to exceed. | 3 seconds |
| • Level | Book of Business (UHCMR). | |
| • Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Retail Paper Claims Paid in 14 Days (FROM THAT DATE) CLAIMS) | | |
| Definition | The percentage of all clean pharmacy claims United receives will be processed within the designated number of calendar days of receipt. | |
| Measurement | Percentage of clean pharmacy claims processed. | 99% |
| • Criteria | Time to process, in calendar days or less after receipt of clean claim. | 14 |
| • Level | Book of Business (UHCMR). | |
| • Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Retail and Mail Order Claim Processing Accuracy | | |
| Definition | Accuracy rate of not less than the designated percent. | |
| Measurement | Percentage of paper and electronic clean pharmacy drug claims processed accurately and with no errors. | 99% |
| • Criteria | Statistically significant random sample of clean pharmacy claims processed is reviewed to determine the percentage of claims processed without errors. Book of Business (UHCMR). | |
| • Level | | |
| • Period | | |
| Payment Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Mail Order Average Dispensing Time - Intervention Required | | |
| Definition | Average dispensing time, for all mail order prescriptions that require administrative or clinical intervention, no greater than as set forth. | |

| | | |
|---|--|--|
| Measurement | | 100% |
| | Average dispensing time in business days. | 5 |
| | Criteria | Average dispensing time is derived by dividing the total whole days to dispense all prescriptions by the total number of prescriptions dispensed, based on the date a prescription order is received and the date the order is shipped. Orders where the prescriber or Participants fails to respond will be excluded. |
| | Level | |
| Period | Book of Business (UHCMR). | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Mail Order Average Dispensing Time - No Intervention | | |
| Definition | Average dispensing time for all mail order prescriptions that require no administrative or clinical intervention no greater than as set forth. | |
| Measurement | | 100% |
| | Average dispensing time in business days. | 2 |
| | Criteria | Average dispensing time is derived by dividing the total whole days to dispense all prescriptions by the total number of prescriptions dispensed, based on the date a prescription order is received and the date the order is shipped. |
| | Level | |
| Period | Book of Business (UHCMR). | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Mail Order Dispensing Accuracy | | |
| Definition | Mail order dispensing accuracy rating of the guaranteed percentage. | |
| Measurement | | 99.99% |
| | Percentage of prescriptions dispensed accurately. | |
| | Criteria | External feedback will be collected and tracked from individuals receiving prescriptions for home delivery. This guarantee is conditional upon utilization of United's standard pharmacy management claim processing protocols. |
| | Level | |
| Period | Book of Business (UHCMR). | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| POS System Availability | | |
| Definition | United guarantees that the pharmacy point of service system will be available a minimum of the displayed percentage of the time, not including scheduled downtime for maintenance, system updates, and telecommunication failures. | |
| Measurement | | 99.80% |
| | Percentage of time the system is available. | |
| | Criteria | United's internal systems measures. |
| | Level | |
| Period | Book of Business (UHCMR). | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Additional Performance Guarantees | | |

| Service Readiness: Year 1 | | |
|---|---|--|
| Definition | Service readiness completed by effective date | |
| Measurement | Members will have access to care and benefits | 100% |
| • Criteria | Members will be enrolled in the coming years plan, have access to care and benefits, and all regulatory materials will be mailed prior to the effective date, including ID cards and welcome kits. Employers benefits will be case installed prior to effective date and set up to meet client expectations. All of their membership will have access to care by the effective date. As measured thru the implementation project plan and execution | |
| • Level | Client Specific | |
| • Period | Annual enrollment period - applicable to year 1 only | |
| Payment Period | Annually | |
| Fees at Risk | Dollars at risk for this metric | 3% of total employer paid premium annually |
| Customer Care Test Calls: Years 1 - 3 | | |
| Definition | The assurance of Customer Care readiness | |
| Measurement | The percent of targeted test calls that will be completed; and applicable coaching information provided to Customer Care for follow up with call advocates. Customer Care test calls will be made prior to effective date and include calls to Customer Care Advocates that can address the group's anticipated member questions . | 100% |
| • Criteria | Service Account Management leaders will determine the number of calls required and the questions to be asked. | |
| • Level | Client Specific | |
| • Period | Annually | |
| Payment Period | Annually | |
| Fees at Risk | Dollars at risk for this metric | 3% of total employer paid premium annually |
| Escalations to Employer Group: Years 1 - 3 | | |
| Definition | Escalations to the client will see a decrease year over year | |
| Measurement | Percentage that Requested Escalations (Issues) to employer will decrease year over year during years 2 and 3 with year 1 setting the base line | 5% |
| • Criteria | Measured as the total number of issues that the Service Account Management team receives from all employer groups divided by 1000 (members). Escalations do not include value added or pro-active measures taken on behalf of a member | |
| • Level | Book of Business | |
| • Period | Reported Quarterly | |
| Payment Period | Annually (aggregated results) | |
| Fees at Risk | Dollars at risk for this metric | 3% of total employer paid premium annually |
| Complaints to Medicare below Target: Years 1 - 3 | | |
| Definition | Complaints to Medicare below will be below CMS target | |
| Measurement | Complaints to Medicare (CTMs) will be under target for UnitedHealthcare's National PPO plan, with planned target of | .050 PTMPM |
| • Criteria | Measured as the percentage of Complaints to Medicare's PTMPM (per thousand members per month) for UHC's Group Retiree Book | |
| • Level | Book of Business | |
| • Period | Reported Quarterly | |
| Payment Period | Annually (aggregated results) | |
| Fees at Risk | Dollars at risk for this metric | 3% of total employer paid premium annually |
| Service Account Management Issue Resolution: Years 1 & 2 | | |
| Definition | Inventory of issues resolved in 2 business days | |
| | Percentage of issues received by the Service Account Management team that are resolved in 2 business days. | |

| | | |
|---|--|--|
| Measurement | | Year 1 - 85% Year 2 - 90% |
| <ul style="list-style-type: none"> Criteria Level Period | <p>Measured as the percentage of issues that are received by the UHC Service Account Management team that are resolved in 2 business days divided by the total number of issues received by that team</p> <p>Book of Business</p> <p>Reported Quarterly</p> | |
| Payment Period | Annually (aggregated results) | |
| Fees at Risk | Dollars at risk for this metric | 3% of total employer paid premium annually |
| Member Satisfaction | | |
| Definition | | |
| Measurement | The percentage of respondents, on average, indicating a grade of satisfaction or higher | Year 1 - 80% Year 2 - 85% Year 3 - 90% |
| <ul style="list-style-type: none"> Criteria Level Period | <p>UHC utilizes one survey to measure customer service satisfaction; the United Experience Survey. Please note that member satisfaction is measured by the question: "Overall, how satisfied are you with the way UnitedHealthcare administers your medical health insurance plan?" based on a 7-pt scale of Completely Dissatisfied, Very Dissatisfied, Somewhat Dissatisfied, Neither Satisfied nor Dissatisfied, Somewhat Satisfied, Very Satisfied, or Completely Satisfied.</p> <p>Book of Business</p> | |
| Payment Period | Annually | |
| Fees Note at Risk | Dollars at risk for this metric | 3% of total employer paid premium annually |

**Performance
Guarantees**

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

These Performance Guarantees will become effective upon the later of (1) the Effective Date of this Agreement; or (2) the date this Agreement is signed by both parties. In the event these Performance Guarantees become effective later than the Effective Date of this Agreement: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the next anniversary of the Effective Date following the date this Agreement is signed by both parties.

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

| | | |
|--|---|---|
| Total Fees at Risk for all Medicare Advantage Medical Performance Guarantees | | <u>\$0 PREMIUM PLAN:</u> \$15 per enrolled member per year |
| Product | | MA PPO plan |
| <u>Member Phone Service</u> | | |
| Phone service guarantees and standards apply to Member calls made to the customer care center that primarily services Group members. | | |
| <u>Abandonment Rate</u> | | |
| Definition | The percentage of calls queued that abandon (hang up) will be no greater than the percentage set forth. | |
| Measurement | The percentage of calls queued that abandon (hang up) before being answered by a representative. | 3% |
| <ul style="list-style-type: none"> ▪ Criteria ▪ Level ▪ Period | Standard system tracking reports. | |
| | Group Retiree Medicare Advantage book of business. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| <u>Service Level</u> | | |
| Definition | The percentage of answered member calls that are answered within the parameters set forth. | |
| Measurement | Percentage of calls answered. | 80% |
| <ul style="list-style-type: none"> ▪ Criteria ▪ Level ▪ Period | Time answered in seconds, on average. | seconds 30 |
| | Standard system tracking reports. | |
| | Group Retiree Medicare Advantage book of business. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| <u>Claims Operations</u> | | |
| <u>Dollar Accuracy</u> | | |
| Definition | Claims dollars paid accurately will not be less than the designated percent. | |
| | Percentage of claims dollars paid accurately. | 99% |

| | | |
|---|---|--|
| Measurement | Standard Claims Operations Report. | |
| ▪ Criteria | Statistically significant random sample of claims processed is reviewed to determine the percentage of claim processed without payment errors. Measurement: (Sample Claim Dollars Paid - Mispaid) / Sample Claim Dollars Paid. | |
| ▪ Level | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| ▪ Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Procedural Accuracy | | |
| Definition | Procedural accuracy rate of not less than the designated percent. | |
| Measurement | Percentage of claims processed without procedural (i.e. non-financial) errors. | 97% |
| ▪ Criteria | Standard Claims Operations Report. | |
| ▪ Level | Statistically significant random sample of claims processed is reviewed to determine the percentage of claim processed without payment errors. | |
| ▪ Period | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| Payment Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Payment Accuracy | | |
| Definition | Claims Payment Accuracy Percentage will not be less than the designated percent. | |
| Measurement | Percentage of sampled claims paid without errors. | 97% |
| ▪ Criteria | Standard Claims Operations Report. | |
| ▪ Level | (Number of Sampled Claims - Number of Sampled Claims with Financial Defects) / Number of Sampled Claims. | |
| ▪ Period | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| Payment Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Claims Time to Process in 30 calendar days | | |
| Definition | The percentage of all claims United receives will be processed within the designated number of calendar days of receipt. | |
| Measurement | Percentage of clean claims processed (Par and Non Par Providers, including paid and un paid claims). | 95% |
| ▪ Criteria | Calendar days after receipt. | 30 |
| ▪ Level | Standard Claims Operations Report. | |
| ▪ Period | Cosmos Platform - Medicare and Retirement PPO Book of Business. | |
| Payment Period | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all |

| | | |
|---|---|--|
| | | measures |
| Eligibility File | | |
| Eligibility File Load | | |
| Definition | Member Applications processed within the designated number of calendar days of receipt of properly completed applications. | |
| Measurement | Percentage of member applications or enrollment files processed within seven (7) calendar days of receipt (must be received by 12:00 noon EST otherwise they are considered received on the following calendar day) (BUSINESS decision to identify when the clock starts ticking). | 95% |
| <ul style="list-style-type: none"> ▪ Criteria ▪ Level ▪ Period | Standard system tracking reports; the guarantee is waived for member applications that cannot be processed because they have been not properly completed. | |
| | Customer specific. | |
| | Reported quarterly. | |
| Payment Period | Annually (aggregated results). | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |
| Fulfillment - ID Cards | | |
| New Member ID Card Distribution | | |
| Definition | New Member ID Cards will be postmarked within the parameters set forth. | |
| Measurement | Percentage of new member ID cards mailed within seven (7) calendar days of receiving CMS approval. | 99% |
| <ul style="list-style-type: none"> ▪ Criteria ▪ Level ▪ Period | Calculated on the actual number of new member ID cards mailed within seven (7) calendar days divided by the total number of member applications. | |
| | Customer specific. | |
| | Annual enrollment period. | |
| Payment Period | Annually. | |
| Fees at Risk | Percentage of fees at risk for this metric. | Total at risk divided equally between all measures |

Attachment H

Medicare Advantage and Medicare Advantage with Prescription Drug Benefit Group Agreement

This Medicare Advantage and Medicare Advantage with Prescription Drug Benefit Group Agreement (“Agreement”) is effective as of January 1, 2023 (the “Effective Date”) between UnitedHealthcare Insurance Company (“United”) and Arlington Public Schools (“Group”). This Agreement covers the services United is providing to Group, either directly or in conjunction with one of United’s affiliates. All defined terms shall be as described in this Agreement unless stated otherwise.

RECITAL OF FACTS

United is a Medicare Advantage plan sponsor certified by the Centers for Medicare & Medicaid Services (“CMS”) to offer Medicare Advantage benefit plans.

Group is an employer or other entity which sponsors an employee welfare benefit plan and desires to provide a United Medicare Advantage Plan for its Eligible Retirees and their Eligible Dependents.

AGREEMENT

NOW THEREFORE, in consideration of the application of Group for the benefits provided under this Agreement and in consideration of the periodic payment of the Plan Beneficiary Premium on behalf of Members in advance as they become due, United agrees to provide Covered Services to Members subject to all terms and conditions of this Agreement.

Where language in this Agreement conflicts with any contractual language in the final contract resulting from RFP 41FY22 and any document incorporated and mutually agreed upon exceptions thereto applicable to the services referenced herein, then such conflicting language in this Agreement shall not apply.

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

Group is the single employer or other entity identified above.

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

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

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

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

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

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

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

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

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

SECTION 2 - ELIGIBILITY AND ENROLLMENT

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

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

2.02.01 Enrollment/Election. Properly completed Enrollment information must be submitted to United by Group for each Eligible Retiree and Eligible Dependent to be enrolled in the Plan. United may accept a uniform group Enrollment (without individual enrollment election forms and usually in an electronic file format) if such group Enrollment is conducted pursuant to Medicare Laws and Regulations. If Group utilizes the group enrollment process to enroll its Eligible Retirees and Eligible Dependents in the Plan, Group will make available to its Eligible Retirees and Eligible Dependents the ability to opt out of the enrollment in a manner that allows its Eligible Retirees and Eligible Dependents to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

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

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

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

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

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

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

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

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

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

2.06 Disenrollment Record Retention. Group's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as

necessary, and be maintained by Group for at least ten (10) years following the effective date of the Member's disenrollment from the Plan.

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

SECTION 3 - GROUP OBLIGATIONS, PLAN BENEFICIARY PREMIUM AND COPAYMENTS

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

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

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

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

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

3.04 Modification of Plan Beneficiary Premium and Benefits.

3.04.01 Modification of Plan Beneficiary Premium. Plan Beneficiary Premium may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days written notice to Group. Any such modification shall

take effect commencing the first full month following the expiration of the thirty (30) day notice period.

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

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

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

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

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

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

- a. Group can subsidize different amounts for different classes of Members in the Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals;
- b. Group cannot vary the Plan Beneficiary Premium subsidy for individuals within a given class of Members, other than as is required for the CMS-assessed late enrollment penalty; and
- c. Group cannot charge a Member for prescription drug coverage provided under the Plan for more than the sum of his or her monthly Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.08.02 Low Income Subsidy: For all Plan Low Income Subsidy eligible individuals enrolled in the Medicare Advantage with Prescription drug plan:

- a. United will administer (LIPS) credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Group. If, however, United does not or cannot directly bill Group's Members, CMS will waive this up-front reduction requirement and permit United to directly refund the amount of the LIPS to the Member.
- b. If the sum of Member's and Group's monthly Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total Plan Beneficiary Premium must be returned to CMS; and
- c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly Plan Beneficiary Premium paid by Member, Group shall communicate to Member the financial consequences for Member of enrolling in

the Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary premium equal to or below the LIPS amount.

- d. Any LIPS credit due to Member and/or Group must be applied within forty-five (45) calendar days of receipt.
- e. To enable United to appropriately administer LIPS disbursements, Group shall complete and return an annual attestation issued by United.
 - I. The attestation validates the Group's current billing procedures and is used to determine the recipient of LIPS disbursements.
 - II. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.
 - III. United will not refund Group for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.
 - IV. In order to collect and redistribute misappropriated LIPS disbursements made to Group, United reserves the right to bill Group who has received LIPS disbursements on behalf of Member due to incorrect attestation information.
- f. United shall provide reporting to Group for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow Group to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds \$30, the amount distributed would likely cover multiple months. Group would only be allowed to recoup the difference between the monthly Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from United should be sought before attempting to recoup LIPS disbursements.

SECTION 4 - RELATIONSHIPS OF AND BETWEEN PARTIES

4.01 Relationship of Parties. United is not the agent or representative of Group. Group is not the agent or representative of United.

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

SECTION 5 - TERM OF AGREEMENT; RENEWAL PROVISIONS

The initial term of this Contract shall commence on January 1, 2023 and expire on the last day of the thirty-sixth (36) month ('Initial Contract Term'), unless otherwise stated as provided in the Contract Documents. Work under this Contract shall commence January 1, 2023.

This Agreement may be renewed for a term not to exceed twelve (12) months ('Renewal Contract Term') by written notice given by Group at any time prior to thirty (30) Days before expiration of the Initial Contract Term or Renewal Contract Term. No representative of Group has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. Group, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed three (3) additional one-year periods at the same terms and conditions.

Unless directed otherwise by Group, any work in progress at the time of expiration of this Agreement term may continue and be completed under the terms of this Agreement in existence at the time the Purchase Order for the Work was issued.

SECTION 6 - TERMINATION

6.01 Termination by United.

6.01.01 This Agreement shall terminate, in whole or in part as the case may be, for one or more of the following events and notices of termination shall be sent by United within 90 (ninety) days of the effective date of termination, or as otherwise required by CMS.

- a. termination or non-renewal of United's contract with CMS;
- b. termination or non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable.
- c. if United no longer issues the Plan or any group health benefit plans within the applicable market, as permitted by law;
- d. if Group fails to abide by and enforce the conditions of Enrollment set forth in this Agreement;
- e. if Group no longer meets United's minimum contribution or participation requirements;
- f. non-renewal of this Agreement by United at the end of the then current term.
- g. in the event of a filing by or against the Group of a petition for relief under the Federal Bankruptcy Code,
- h. any jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan, Group or United and such penalty is based on the services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other jurisdictions.

6.01.02 Termination for Nonpayment of Plan Beneficiary Premium. United may terminate this Agreement in the event Group or its designee, or Member fails to remit Plan Beneficiary Premium, including LEP as applicable, in full by the Due Date to United by giving written notice of termination of this Agreement to Group. Nonpayment of Plan Beneficiary Premium includes, but is not limited to, payments returned due to non-sufficient funds and post-dated checks. Such notice shall specify that payment of all unpaid Plan Beneficiary Premium must be received by United within fifteen (15) calendar days of the date of issuance of the notice, and that if payment is not received within the fifteen (15) day period, no further notice shall be given, and coverage for all Members enrolled in this Plan shall automatically be terminated effective at the end of the month for which Plan Beneficiary Premium has been actually received by United, subject to compliance with notice requirements.

6.01.03 Termination for Breach. United may terminate this Agreement if Group breaches any term, covenant or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after United sends written notice of such breach to Group. United's written notice of breach shall make specific reference to Group's action causing such breach. If Group fails to cure its breach subject to United's satisfaction within thirty (30) calendar days after United sends notice of such breach to Group, United may terminate this Agreement at the end of the thirty (30) day notice period.

6.01.04 Termination for Providing Misleading or Fraudulent Information. United may terminate this Agreement thirty

6.01.05 (30) calendar days after United sends written notice to Group if Group provides materially misleading or fraudulent information to United in any Group questionnaire or is aware that materially misleading or fraudulent information has been provided on Eligible Retiree, Eligible Dependent or Member Enrollment forms.

6.01.06 For Loss of Group's Office Location within Service Area. INTENTIONALLY DELETED

6.02 Return of Prepayment Premium Fees Following Termination. INTENTIONALLY DELETED

SECTION 7 - MISCELLANEOUS PROVISIONS

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

7.02 Assignment. Group may not assign this Agreement or any rights or obligations under this Agreement to anyone without United's written consent.

7.03 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement.

United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

7.04 Governing Law. INTENTIONALLY DELETED

7.05 Severability. INTENTIONALLY DELETED

7.06 Amendments. INTENTIONALLY DELETED

7.07 Waiver/Estoppel. INTENTIONALLY DELETED.

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

7.09 Acceptance of Agreement. Group may accept this Agreement either by execution of this Agreement or by making its initial Plan Beneficiary Premium payment to United on or before the Effective Date. In the event acceptance of this Agreement is made with the initial payment of the Plan Beneficiary Premium, Group shall provide United with an executed copy of this Agreement within sixty (60) calendar days of such payment. Acceptance by any of these methods shall render all terms and provisions of this Agreement binding on the parties.

7.10 Entire Agreement. This Agreement, APS Offer of Contract with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement.

7.11 No Third-Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.12 Superseding of Other Agreements. The Plan replaces and supersedes any previous Plan between United and Group.

7.13 Indemnification. INTENTIONALLY DELETED

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

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

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

- (1) The information requested must relate to United's services under this Agreement;
- (2) Group must give United reasonable advance notice and an explanation of the need for United's Confidential Information;
- (3) It must be legally permissible for United to release such information;
- (4) The release and use must be consistent with United's provider contractual obligations; and
- (5) The release and use must be consistent with United's data use and release policies.

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

If Group is subject to a Freedom of Information Act (FOIA) request and the request includes United's Confidential Information, Group will contact United prior to releasing any information and give United the opportunity to review, respond, and/or object to the FOIA request.

United also will provide reasonable access to information to an entity providing Plan administrative services to Group,

such as a consultant or vendor, if Group requests it. Such access is subject to the conditions in this Section. Before United provides Confidential Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Group demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

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

This provision shall survive the termination of this Agreement.

7.16 Mediation and Arbitration. INTENTIONALLY DELETED

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

Specifically, the plan sponsor will:

- a. Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
- b. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from United, agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;
- c. Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;
- d. Report to United any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- e. Make available protected health information in accordance with 45 CFR §164.524;
- f. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526;
- g. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- h. Make its internal practices, books and records relating to the use and disclosure of protected health information received from United available in response to an inquiry from United or an appropriate regulatory entity for purposes of determining compliance with federal privacy requirements;
- i. If feasible, return or destroy all protected health information received from the United that the plan sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Arlington Public Schools

UnitedHealthcare Insurance Company

By: *Danielle Godfrey*
Authorized Signature

By: *Maggie Bass*
Maggie Bass (Feb 27, 2024 16:12 CST)
Authorized Signature

Print Name: Danielle Godfrey

Print Name: Maggie Bass

Print Title: Director of Procurement

Print Title: Regional Contract Manager

Date: 2/27/2024

Date: 02/27/2024