

PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY

380 Sentry Parkway, Blue Bell, PA 19422

610-397-5462

STOP LOSS INSURANCE POLICY

APPLICATION

The undersigned Applicant requests Stop Loss Insurance provided by Pennsylvania Manufacturers' Association Insurance Company ("Company"). If this Application is accepted and approved by the Company, the Applicant agrees to be bound by the terms and conditions of the Stop Loss Insurance Policy as issued by the Company. T h i s Application shall be deemed attached to and becomes part of the Policy issued.

Legal Business Name: City of Vicksburg

Principal Address: 1415 Walnut St. Ste 100
Vicksburg, MS 39180

Subsidiaries and Associated Entities to be included in the Policy coverage: None

Requested Policy Term January 01, 2026 through December 31, 2026

Claim Administrator(s): HUB International Healthcare Solutions
Jackie Fairchild
300 Concourse Boulevard
Ridgeland, MS 39157

Provider Network(s): MPCN High Performance

Covered Units (initial enrollment):

244	Single
150	Family

Other groups considered as covered Employees:

Cobra Continuees
Employees on Medical or Family Leave
Disabled Persons

STOP LOSS INSURANCE:

A. AGGREGATE COVERAGE SCHEDULE Yes _____ No X

B. SPECIFIC COVERAGE SCHEDULE Yes X No

For all Eligible Claims Expenses except those to which a Special Risk Limitation applies:

1. Benefit Period:

Eligible Claims Expenses Incurred from 1/1/2025 through 12/31/2026 and
Paid from 1/1/2026 through 12/31/2026

2. Specific Eligible Claims Expenses Include:

Medical	Yes
Vision	No
Dental	No
Prescription Drug Plan	Yes

3. Specific Attachment Point per Covered Person (other than any Covered Persons or Classes named below to which a Special Risk Limitation applies):

Covered Person	\$110,000	100%
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4. Aggregating Specific Deductible (if applicable):

	Aggregating Specific Deductible
M. Trcka, M. Grayer, and G. Griffin share a separate \$130,000 Aggregating Spec Deductible.	\$225,000

5. Specific Payable Percentage: 100%

6. Maximum Specific Benefit Limits (in excess of the Specific Attachment Point)

- a) Specific Reimbursement Percentage Payable after Specific Attachment Point: 100%
- b) Specific Annual Maximum Reimbursement per Covered Person: Unlimited
- c) Specific Lifetime Maximum Limit per Covered Person: Unlimited

7. Run-In Limit: n/a of plan benefits Incurred prior to the Policy Effective Date.

8. Run-Out Limit: n/a of plan benefits Paid but after the Policy Termination Date.

9. Special Risk Limitations. Covered Persons subject to the Individual Specific Attachment Point (separate from item 3 above) and Benefit Period limitation shown below:

	Individual Specific Attachment Point	Benefit Period Limitation

10. Other Limitations: n/a

C. Premium

Premium Due and Payable: the 1st day of each month, subject to Grace Period

Specific Premium Rate per Policy Month per Covered Unit:

Single \$49.12

Family \$122.80

The Specific Premium Rate per Policy Month per Covered Unit only apply to the Policy Term and Benefit Period shown in this Schedule.

D. Endorsements attached to the Policy:

The following endorsement(s) are included:

No New Special Risk Limitations and Rate Cap Endorsement

Specific Advanced Funding Endorsement

APPLICANT STATEMENTS

The undersigned is an authorized representative of the Applicant and represents to the best of his knowledge and belief that the statements and disclosures set forth herein are true and complete and include all material information. Further, the undersigned understands that any Policy issued based on this Application is done so in reliance upon the statements, disclosures, and representations made herein and are made part of this Application.

The Applicant agrees that if the information supplied on this Application changes materially between the date of this Application and prior to the inception date of the policy, the Applicant will immediately notify the Company of the changes. It is understood that as a result, the Company may, upon review of such changes, withdraw or modify any outstanding quote, terms, or proposal.

The receipt by the Company of premium with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this Application, its sole obligation shall be to refund such premium to the undersigned.

The undersigned has read this Application for a Stop Loss Insurance Policy and understands that no insurance coverage is in effect until this Application is approved and accepted by the Company.

Full Legal Name of Applicant City of Vicksburg

Signature of Authorized Representative: _____

Print Name: Willis Thompson

Title: Mayor

Date: February 2, 2026

AGENT/BROKER INFORMATION

Print Full Legal Name of	First	Middle	Last
Individual Agent or Broker	LANCE	E	NATIONS

Address	Street Address	City	State	Zip
	300 CONCOURSE BLVD, SUITE 300	RIDGELAND	MS	39157

Telephone No. 601-927-1463 E-mail Address: lance.nations@hubinternational.com

Resident State: MS License Number: 9403898

Signature of Agent or Broker: _____ Date: _____

FRAUD WARNING NOTICE: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

The laws of several states require the following statements to appear on the application form. These statements apply only to residents of the noted states.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form or other explanatory words of similar meaning. The falsity of any statement in the application for any policy covered by this chapter shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. The absence of such a statement shall not constitute a defense in any prosecution.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. The lack of such a statement does not constitute a defense in any prosecution for a fraudulent insurance act.

Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

PAYER ACCESS AGREEMENT

THIS PAYER ACCESS AGREEMENT ("Payer Access Agreement") is entered into as of 1/1/2026 ("Effective Date") between **OptumHealth Care Solutions, LLC** and its affiliates performing under this Payer Access Agreement, having offices at 11000 Optum Circle, Eden Prairie, MN 55344 ("Optum") and City of Vicksburg, having offices at 1415 Walnut St. Ste 100, Vicksburg, MS 39180 ("Payer") pursuant to the Distributor Agreement between **Reunion Health Services, Inc** ("Distributor") and Optum dated October 15, 2020 ("Distributor Agreement").

1. Payer has sole responsibility for verifying member benefits or eligibility for benefits coverage under a plan, and for any plan coverage dispute that may arise with enrollees and dependents ("Covered Persons") before providers begin rendering services to that Covered Person. Any providers providing services pursuant to this Payer Access Agreement shall be deemed to be a "Provider".
2. Payer will be entitled to receive the favorable pricing that Optum has with Providers and Payer will pay such Providers for Services (as such term is defined in Schedule A) in accordance with the terms of the agreements Optum has negotiated with Providers (each, a "Provider Agreement"). Payer shall pay Providers for all Services rendered to Covered Persons in the amounts and within the time-frames provided in the applicable Provider Agreements in effect as to the Services rendered, subject to the terms of the applicable plan documents. Payer shall comply with all payment terms of the applicable Provider Agreement, which shall be made available to Payer on www.myoptumhealthcomplexmedical.com/client or other such URL designated by Optum. Payers with managed Medicaid benefit and Medicare Advantage plans that access Providers must comply with all rates and terms of the applicable Provider Agreement and such Provider Agreement terms and rates will govern and control over any conflicting terms or rate of Payer. Provider Agreement payment terms shall be enforceable directly by the respective Provider against Payer. The obligation to pay for healthcare services rendered by any Providers shall be solely that of Payer. Optum is not responsible, under any circumstances, and Payer shall indemnify Optum for any claim brought by a Covered Person, for the payment of any expenses incurred by a Covered Person in the course of his or her treatment, or for coverage determinations or determinations regarding eligibility, benefits, benefit limitations, and exclusions. Optum reserves the right to terminate Payer's access to any particular Provider Agreement, upon request of the applicable Provider and upon thirty (30) days' prior written notice if Payer has consistently failed to abide by the terms and conditions of that Provider Agreement.
3. Payer shall also pay Optum for the Services in accordance with this Section 3 and Schedule A – Services and Fees. Each party shall be responsible for all taxes, charges, surcharges, fees or assessments, if any, due to be paid by it in connection with its performance of this Payer Access Agreement. Unless specified otherwise, all fees due Optum are payable by Payer within thirty (30) days of the date of invoice. Past-due fees are subject to a surcharge of no greater than 2% per month of the outstanding past due balance. Optum's fees are subject to change at any time upon sixty (60) days' prior written notice to Payer. Subsequent to Payer's receipt of a fee adjustment from Distributor hereunder, such fee adjustment shall be deemed accepted by Payer if: (a) not expressly rejected by Payer providing written notice to Optum within thirty (30) days of receipt; or (b) Payer continues to access the Services.
4. For the term of this Payer Access Agreement and for two (2) years thereafter, Payer shall not contract directly with any Provider for services comparable to Network Services (as such services are defined in Schedule A). Payer may maintain any agreements with Providers for services comparable to Network Services that pre-date the date of Payer's authorized signature on this Payer Access Agreement, and Payer may contract directly with Providers for services other than those explicitly listed as Network Services. In no event shall Payer contract with any provider using the same methodology as Optum uses with Providers as such methodology is made available to Payer on www.myoptumhealthcomplexmedical.com/client. This Section shall survive termination of the Payer Access Agreement.
5. Except as otherwise stated in section 4, when Payer is accessing a Centers of Excellence, Payer shall exclusively use Optum's Provider Agreements for transplant programs at that center that are included in Network Services, and not the services offered by a third party for those services that are included under Network Services (Schedule A). This provision does not apply to any services not explicitly listed as Network Services
6. To the extent that, in performing the Services, Optum is deemed a Business Associate (as defined under HIPAA) of Payer, Optum shall perform the functions of a Business Associate in accordance with Schedule B - Business Associate Addendum.
7. Except as otherwise provided herein, each party shall protect and shall not use or disclose the other's proprietary information including but not limited to trade secrets, customer lists, patented, trademarked, trade-named, service-marked,

logotypes, copyrighted material, confidential business information, or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information"). The parties shall use Confidential Information only as expressly permitted by this Payer Access Agreement or as otherwise permitted in writing. The parties shall take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information. Such information shall not be disclosed to third parties without the express written consent of the party to whom the information belongs. A party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing party shall notify the other sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. Notwithstanding the foregoing, respecting www.myoptumhealthcomplexmedical.com/client and any of its contents, and any other network provider or provider Payer Access Agreement information Optum discloses to Payer, Payer may re-disclose such information to an agent or administrator of Payer, so long as such agent or administrator has agreed to maintain the confidentiality the information in the same manner as required of Payer herein. Each party shall retain sole ownership of its Confidential Information. Payer authorizes Optum to disclose Payer information, including cost analysis reports and data regarding Covered Persons, to Distributor, provided that the parties shall use and disclose individually identifiable health information according to the terms of the Business Associate Addendum. The obligations stated in this section survive termination of this Payer Access Agreement for so long either party has access to the other's Confidential Information.

8. The parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying party's: (a) breach of this Payer Access Agreement; and (b) negligence or willful misconduct.

9. Payer acknowledges that Optum will not be deemed or understood to be an ERISA plan administrator or fiduciary, and that Optum has no responsibility of any kind for: (a) medical outcomes or the quality or competence of any physician, facility, or provider rendering service; (b) payment of any medical, hospital, or other bills resulting from any medical or surgical treatment or confinement; and (c) interpretation of any benefit plan contract concerning coverage or denial of benefits.

10. This Payer Access Agreement will terminate: (a) upon termination of Optum's Services Agreement with Distributor; or (b) upon termination of Payer's agreement with Distributor; or (c) upon thirty (30) days written notice by Payer to Optum; or (d) upon thirty (30) days written notice by Optum to Payer; or (e) immediately, upon written notice of material breach by either party. Payer's violation of section 4 and/or 5 shall constitute a material breach of this Payer Access Agreement. Termination of this Payer Access Agreement shall not affect Payer's liability for any obligations incurred by Payer before the effective termination date, and Payer shall continue to be responsible for payments to Providers according to the applicable Provider Agreement for all Provider services rendered to Covered Persons before termination. Optum shall provide Services until the expiration of the termination notice period. If this Payer Access Agreement, or a Provider Agreement terminates after a Covered Person has begun to receive health care services from a Provider, the Provider shall, at the Payer's written request to Optum, continue to provide care and treatment to such Covered Person according to this Payer Access Agreement until such care and treatment is completed; provided that: (i) all terms and conditions stated in this Payer Access Agreement shall apply to such continued services specifically including, without limitation, provisions requiring that Payer pay Provider (or former Provider as the case may be) for services rendered; and (ii) all service fees due Optum are paid. This Section shall survive termination of the Payer Access Agreement.

11. Payer and Optum both acknowledge and agree that Covered Persons' treating physician(s) and other health care providers, including but not limited to Providers, shall be solely responsible to provide treatment and/or services to Covered Persons and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Nothing in this Payer Access Agreement shall be deemed to create any rights of Optum, Payer, or any other person or entity to intervene in any manner with or otherwise interfere with the independent medical judgment of Covered Persons' health care providers with regard to treatment or utilization issues, nor shall it render Optum, Payer, or any other person or entity responsible for the method or means by which any health care provider renders treatment or service to a Covered Person.

12. The parties are independent contractors. Nothing in this Payer Access Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, or joint venture. This Payer Access Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties will each perform their obligations hereunder in compliance with all applicable laws, statutes, and regulations. Payer shall comply, and ensure the plan complies with all applicable laws and regulations. Neither party may assign any of its rights and responsibilities under this Payer Access Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Payer acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Payer Access Agreement to an affiliate shall not require Payer's prior written consent.

13. This Payer Access Agreement constitutes the entire agreement between the parties in regard to its subject matter and may be amended only by a written amendment executed by both parties. This Payer Access Agreement replaces any prior written or oral communications or understandings between Optum and Payer relating to the subject matter of this Payer Access Agreement. Each schedule attached to this Payer Access Agreement is incorporated into and made a part of the Payer Access Agreement by reference. Any reference to "Payer Access Agreement" shall necessarily constitute a reference to all of the schedules attached.

By signing below, Payer agrees to the terms and conditions of this Payer Access Agreement.

PAYER INFORMATION

Payer Name: City of Vicksburg

Payer Signature: _____

Address: 1415 Walnut St. Ste 100

City: Vicksburg

State: MS Zip Code 39180

NOTICES

Distributor Name: Reunion Health Services, Inc

Distributor's Fax Number: 601-956-7177

Payer Telephone: _____

Payer Contact Name: _____

Number of Covered Persons: 394

Internal Control No. (DST Parent Contract No.): 00627598.0

TO ACTIVATE OPTUM SERVICES, RETURN THE ENTIRE PAYER ACCESS AGREEMENT COMPLETED AND SIGNED, VIA FAX TO BOTH OPTUM AT 877-897-5338 AND DISTRIBUTOR AT FAX NUMBER INDICATED ABOVE.

**SCHEDULE A
SERVICES AND FEES**

I. Fees. All fees for the Optum Services provided under this Payer Access Agreement shall be as set forth in this Schedule A. Optum may adjust any Service fees herein upon receiving notice that Payer's customer relationship with Distributor has terminated or, at any time, by giving written notice to Payer at least sixty (60) days prior to the effective date of the fee adjustment. Capitalized terms not otherwise defined in the Payer Access Agreement are as defined in this Schedule A.

Service	Fee Schedule	
Network Services		
Transplant Participating Provider Network Services	Client shall pay Optum an administrative fee based upon the transplant type as follows:	
(COE - Fixed Fee Per Case)	Type of Transplant/Procedure	Administrative Fee
	Bone Marrow	
	Autologous	
	Less than 11 Days	\$6,000
	11 or more Days	\$23,000
	Allogeneic-related	\$23,000
	Allogeneic-unrelated	\$23,000
	Non-Myeloablative BMT (mini)	\$6,000
	Tandem BMT	
	Auto/Auto	\$12,000
	Auto/Allo (related / unrelated)	\$23,000
	Allo/Allo (related / unrelated)	\$23,000
	Solid Organ	
	Kidney	\$4,500
	Pancreas	\$9,000
	Kidney/Pancreas	\$9,000
	Islet Cell-Auto Pancreas	\$9,000
	Heart	\$12,000
	Lung	\$12,000
	Heart/Lung	\$12,000
	Double Lung	\$23,000
	Intestinal, Intestinal/Liver, Intestinal/Small Bowel	\$23,000
	Liver	\$23,000
	Multi-Organ*	\$23,000
	Ventricular Assist Device	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at \$12,000***
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at \$12,000***
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at \$12,000 per year***
	<i>If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Covered Person receives transplant care, but no transplant is performed,** the administrative fee shall be 35% of the difference between charges per the applicable Provider Agreement and the Participating Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. Optum shall issue an invoice upon termination of transplant care.</i>	

	<p>* Except for those multi-organ transplants already listed on the fee schedule such as kidney/pancreas.</p> <p>** Case referred to as "Early Term". Examples include (1) cases in which Covered Person is not accepted into Participating Provider's transplant program; (2) cases in which the Covered Person dies prior to transplant; or (3) cases in which Covered Person's coverage ends prior to transplant.</p> <p>*** Fee will be invoiced monthly.</p>
Transplant Extended Provider Network Services (Transplant Access Program (TAP) - Percent of Savings)	Client shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under Transplant Participating Provider Network Services as above. Optum shall issue invoices monthly for each month in which claims are repriced.
Extra Contractual Services	Client shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under Transplant Participating Provider Network Services as above. Optum shall issue invoices monthly for each month in which claims are repriced. Please note that this pricing applies to cases that go to transplant as well as cases in which the Covered Person receives transplant care but no transplant is performed (i.e. Early Term cases).
Cellular Therapy Participating Provider Network Services	Client shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed \$20,000 per CAR-T Case as defined in the written agreement entered into between Optum and Provider applicable to the Covered Person. Optum shall issue invoices monthly for each month in which claims are repriced. Please note that this pricing applies to cases that receive CAR-T Therapy as well as cases in which the Covered Person receives care and no cellular therapy infusion occurs (i.e. Early Term cases).
Cancer Resource Services	Client shall pay Optum an administrative fee equal to 20% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed a capped amount of \$30,000 per case for the life of the case. Optum shall issue invoices monthly for each month in which claims are repriced.
Congenital Heart Disease Resource Services	Client shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed \$10,000. Optum shall issue invoices monthly for each month in which claims are repriced.
Kidney Resource Services - ESRD Network Access	Payer shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services. The monthly administrative fee will be capped at \$4,500 per Covered Person per calendar month for each Covered Person who receives one or more sessions during the month. Optum shall issue invoices monthly for each month in which claims are repriced.
Specialized Physician Review Service	
Specialized Physician Review Services	For solid organ transplants, bone marrow/stem cell transplants, congenital heart disease procedures, and other procedures and disease states, Client shall pay Optum an administrative fee equal to \$1,295 for a Premium Review from a single reviewer, or \$1,995 from three reviewers. For Basic Review, Client shall pay Optum an administrative fee equal to \$495 for a single review or \$1,295 from three reviewers. For an Expedited Review, Client shall pay Optum an additional fee of \$200 for each physician reviewer.

SCHEDULE B BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA") is incorporated into and made part of the Payer Access Agreement ("Agreement") by and between **OptumHealth Care Solutions, LLC** on behalf of itself and its Affiliates ("Business Associate") and Payer ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows:

1. DEFINITIONS

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").

1.2 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 "Privacy Rule" means the federal privacy regulations, and "Security Rule" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 "Services" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the

Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY.

Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical

safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI.

Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

5. TERMINATION

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. MISCELLANEOUS.

The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.