

ALL SAVERS ALTERNATE FUNDING BILLING AND COLLECTION AGREEMENT

This Billing and Collection Agreement (“Agreement”) by and among United HealthCare Services, Inc., and its subsidiaries and affiliates (collectively “UHS”), the designated service provider(s) (individually and collectively, “Service Provider”) indicated on the attached Exhibit 1 to this Agreement (“Exhibit 1”), and Customer Name as indicated in the Signatures section of this Agreement (“Customer”), sets forth the terms and conditions under which UHS will assist in the billing and collection of Service Fees from Customer, and the processing and remittance of the Service Fees to Service Provider. This Agreement is effective as of the coverage effective date or the change of Service Provider date (the “Effective Date”).

RECITALS

WHEREAS, Customer has purchased a stop loss insurance product (“Stop Loss Plan”) from All Savers Insurance Company or affiliated stop loss carriers (“ASIC”) and administrative services from UHS related to the Customer’s self-funded benefit plan.

WHEREAS, Customer and Service Provider represent that they have entered into one or more valid agreements under which Service Provider agrees to provide services to assist Customer with its benefit plan (individually and collectively, “Service Agreement”) in return for agreed upon compensation to be paid by Customer (“Service Fee”).

WHEREAS, Customer and Service Provider acknowledge that UHS and ASIC are not a party to the Service Agreement.

WHEREAS, Customer and Service Provider have requested that UHS bill Customer for the monthly Service Fee on the Service Provider’s behalf, and include the Service Fee on the bill for stop loss premium and administrative services for the Customer’s administrative ease.

WHEREAS, Customer, Service Provider, and UHS acknowledge and agree that the Service Fee is not part of the premium charged for Stop Loss Plan offered by ASIC nor is it part of the administrative services provided by UHS.

NOW THEREFORE, UHS agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

TERMS AND CONDITIONS

Section 1: Rights and Responsibilities.

A. Responsibility of UHS:

1. UHS agrees to bill Customer for the Service Fee identified in Exhibit 1 on a monthly basis and incorporate this Service Fee billing with the stop loss premium and administrative services bill purchased by the Customer during the Term.
2. UHS agrees to forward or transmit any collected Service Fee to the appropriate Service Provider (as outlined in Exhibit 1 within sixty (60) days of receipt of the Service Fee from Customer.
3. UHS agrees that it is responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.

B. Responsibilities of Customer:

1. Customer agrees to pay the Service Fee at the same time as payment is made for the stop loss premium and administrative services included on the same invoice.
2. Customer agrees to notify UHS immediately of the termination of any one or more Service Agreement(s).
3. Customer shall take all steps necessary to recover from Service Provider any overpayment of the Service Fee which is due to Customer’s error.

C. Responsibilities of Service Provider:

1. Service Provider agrees to notify UHS immediately of any change in the contractual relationship between it and the Customer that would impact the Service Fee payment.
2. Service Provider agrees to return to UHS any Service Fee overpayments that occur as a result of a processing error by UHS within thirty (30) days of UHS’s request for such repayment.
3. Service Provider acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the Term.

Section 2: Payments and Adjustments.

- A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
- B. UHS may recover overpayments from Service Provider by offsetting the overpayment against any other compensation due to Service Provider by UHS.
- C. Service Fees will be subject to garnishments and any other legal attachments as required by a legal court order or similar action. Service Fees will also be subject to any assignment of compensation elections that UHS has on file from the Service Provider.
- D. The Service Fee amount may be modified on a prospective basis only. UHS must be informed of the change in writing, including the date that the change is requested to be implemented. UHS will implement the change effective no earlier than the next renewal date of the customer's Stop Loss Plan. UHS has the right to designate a date subsequent to the date requested if, in its reasonable judgment, UHS believes that such a delay is necessary.

Section 3: Amendments.

- A. UHS may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Service Fee, at any time by notifying Customer and Service Provider of the change in writing at least thirty (30) days prior to the effective date of the change.
- B. Customer may request a change to the amount of the Service Fee subject to the requirements contained in Section 2(D) above.
- C. All other amendments to the provisions of this Agreement, not addressed by 3(A) or 3(B) above, must be set forth in writing and signed by an authorized representative of each party to this Agreement.

Section 4: Term and Termination.

This Agreement is effective on the Effective Date and shall continue until terminated as set forth in this Section 4 (the "Term").

- A. Customer may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination; provided, however, that if the termination does not specify a future effective date, Customer acknowledges and agrees that such termination will be effective the first of the month following the Customer's then paid coverage period. Unless otherwise specifically so stated, notice that the Customer has elected to work with a different Service Provider shall be considered to be effective notice of the termination of this Agreement.
- B. UHS and Service Provider may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination at least sixty (60) or more days before the effective date of the termination.
- C. UHS may terminate this Agreement immediately, upon written notice to Customer and Service Provider, if UHS is made aware that responsibilities and duties called for herein are no longer legally permissible.
- D. This Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of the cancellation or termination of the last of the stop loss or administrative services purchased by Customer from an Affiliate then in existence.
- E. In addition, this Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of a subsequently executed Billing and Collection Agreement by and between UHS, Customer and any service provider (whether the same Service Provider named in Exhibit 1 or not).
- F. Notwithstanding the foregoing, the provisions of this Agreement which, by their nature, are intended to survive beyond the termination of this Agreement shall survive such termination, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

Section 5: Additional Customer and Service Provider Acknowledgments and Approvals.

- A. Customer understands that UHS may compensate Service Provider for the sale, service and retention of Stop Loss Plan and that the Stop Loss Plan purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by UHS to Service Provider. Eligibility for such bonus and/or override programs is determined by UHS based on a number of factors including, but not limited to, state-specific regulatory requirements.
- B. By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by UHS, as described in 5(A) above, does not create a conflict of interest or, to the extent of any apparent conflict, it is understood and hereby waived by Customer.
- C. Customer and Service Provider acknowledge and agree that the Service Fee may be deposited by UHS in an account with other funds collected by UHS in the normal course of business. All available funds may be invested in short-term instruments shortly after deposit into this account (typically once per day) which can earn interest income at market rates. By way of example only, the applicable second quarter, 2013 market interest rates were 0.23% in April, 0.22% in May, and 0.20% in June, which is fairly standard for market rates.

With relation to utilization for such short-term investments, Service Fees are generally treated like all other funds collected by UHS in the normal course of business so long as in UHS's possession. Service Fees are in UHS's possession for a period of approximately 30 to 60 days under normal circumstances prior to being forwarded to the Service Provider, as discussed elsewhere in this Agreement. The payer of any interest received by UHS on Service Fees as the result of such short-term investment activity will be the sponsor of the relevant investment vehicle. UHS may keep any interest earned from these investments to defray the administrative costs associated with, and as consideration for, UHS' services under this Agreement.

- D. Service Provider acknowledges that UHS has no obligations to Service Provider to collect amounts owed to it by Customer other than those expressly set forth in this Agreement.
- E. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter addressed herein and entirely and completely supersedes, voids and replaces all agreements, negotiations, understandings and representations (whether written or oral) in existence between the parties as of the Effective Date and relating to the same subject matter.
- F. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed shall be as good and binding as an original signature.

Signatures:

Through the signature of their respective authorized representatives, the parties hereby agree to the terms and conditions of this Agreement.

For Customer:

For Service Provider:

Customer Name

Signature

Signature – Authorized Representative of Customer

Printed Name

Printed Name

NPN

Title

Title

Date

Date

For UHS:

Signature – Authorized Representative

Printed Name

Title

Date

**All Savers Alternate Funding
Billing and Collection Agreement
Exhibit 1**

This Section To Be Completed By Customer

Customer Name: _____

Service Provider: _____

Initial Case Installation – Please indicate the Service Fee amount to be paid to the Service Provider. Service Fee \$ _____ Per Employee Per Month (PEPM)

Change of Service Provider Only – (Indicate the new Service Provider above.)

The Service Fee amount can only be changed at the renewal date of your plan. Please allow up to two weeks for processing time. Requests for changes in Service Provider can only be made prospectively. Service fees paid to your Service Provider cannot be redirected by us once paid. We will make every effort to process requests for changes timely; however, we cannot guarantee the changes will be completed prior to your next fee posting.

Send new completed Billing and Collection Agreement including this Exhibit to:
L&CAISavers@UnitedHealthOne.com; or mail to:
UnitedHealthcare, P.O. Box 19032, Green Bay, WI 54307-9032

Renewal – Check one box below and fill in amount as applicable.

Same Service Provider, with a change to Service Fee \$ _____ (PEPM)

Change of Service Provider and change to the Service Fee \$ _____ (PEPM)

Email to: AllSaversRenewalReply@UnitedHealthOne.com

X _____
Signature – Authorized Representative of Customer

Printed Name

Title

Phone No.