

(ATTACHMENT 8) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR048336
Contract Number: C029149
Vendor Number: V001017

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreements ("Agreements") by and between United HealthCare Services, Inc. ("United") and Milwaukee Board of School Directors a.k.a Milwaukee Public Schools ("Customer"), Contract No. 703772, and is effective on January 1, 2020 unless otherwise specified.

The Agreements referenced are (1) an Administrative Service Agreement, effective November 1, 2010 for the EPO plan and (2) the Administrative Services Agreement, effective April 1, 2011 for the PPO plan.

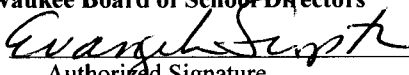
Notice is acknowledged by United HealthCare Services, Inc. and/or its affiliated companies that in the Agreements, Milwaukee Public Schools is now referred to as Milwaukee Board of School Directors a.k.a Milwaukee Public Schools.

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

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

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

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

Milwaukee Board of School Directors
By 
Authorized Signature

United HealthCare Services, Inc.
By 
Authorized Signature

Print Name Evangeline Sceptur

Print Name Lisa Sekely

Print Title Interim Chief Human Resources Officer

Print Title Regional Contract Manager

Date 10-21-19

Date October 22, 2019

Renewal 3Q 2016

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The Administrative Services Agreement is amended on 1/1/2020 as noted below.

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

I. The following Exhibit E – Pharmacy Benefit Services is added to the Agreements:

Section 1. Pharmacy Benefit Services

Definitions Specific to Pharmacy Benefit Services:

Average Wholesale Price (AWP): The average wholesale price, as reflected on the Medi-Span Prescription Pricing Guide (with supplements) ("Medi-Span"), of a Prescription Drug based on the eleven (11) digit NDC of the Drug on the date dispensed. United will rely on Medi-Span as updated by United no less frequently than every seven days to determine AWP for purposes of establishing the pricing provided to Customer under this agreement. United will not establish AWP, and United will have no liability to Customer arising from use of Medi-Span.

Brand Drug: A single-source or multi-source prescription drug product which is manufactured and marketed under a trademark or name by a specific drug manufacturer and that the Medi-Span Prescription Pricing Guide (with supplements) or other available data resources that identify as a Brand product.

Dispensing Fee: The contracted rate of compensation paid to a Network Pharmacy for the processing and filling of a prescription claim.

Prescription Drug List (PDL): The list of Prescription Drugs covered by the applicable Plan as developed by United and approved and adopted by Customer for use with the Plan. The PDL will be made available to physicians, pharmacies and other healthcare providers or entities to guide the prescribing, dispensing, sale and coverage of prescription services.

Generic Drug: A prescription drug product that is chemically equivalent to a Brand drug and that Medi-Span Prescription Pricing Guide (with supplements) or other available data resource that identify as a Generic product.

MAC: The maximum allowable cost of a Prescription Drug as specified on a list established by United. United may have multiple MAC lists, each of which is subject to United's periodic review and modification.

Mail Order Pharmacy: A facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs via postal or commercial courier delivery to individuals, including Participants. Mail Order Pharmacy includes pharmacies that are affiliates of United.

Network Pharmacy: A retail pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs to Participants, and has entered into a Network Pharmacy agreement. An affiliate of United, in its capacity as a Mail Order Pharmacy or Specialty Pharmacy is a Network Pharmacy of the Customer.

Prescription Drug: A medication or product, including a Brand Drug or Generic Drug, that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a prescription order or refill. A Prescription Drug includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver.

Rebate: Any discount, price concession or other direct or indirect remuneration United receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any, discount, price concession, administration fees or other direct or indirect remuneration United receives from a drug manufacturer for direct purchase of a prescription drug.

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Single-Source Generic: A Generic Drug that has only one generic manufacturer.

Specialty Drugs: Prescription Drugs available at United's Specialty Pharmacy, including: (a) biotechnology drugs; (b) orphan drugs used to treat rare diseases; (c) typically high-cost drugs; (d) drugs administered by oral or injectable routes, including infusions in any outpatient setting; (e) drugs requiring on-going frequent patient management or monitoring; and (f) drugs that require specialized coordination, handling and distribution services for appropriate medication administration

Specialty Pharmacy: A facility that is duly licensed to operate as a pharmacy to dispense Specialty Drugs. Specialty Pharmacy includes pharmacies that are affiliates of United.

Pharmacy Network. United or its affiliate will provide the Pharmacy Benefit Services described in this Section. United will make Network Pharmacies available to Customer Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

Mail Order Pharmacy Services. United will provide, through its affiliate, mail order pharmacy services for Customer's Participants. Customer's pricing terms for mail order pharmacy services are based on the actual package dispensed and at least a 46 day supply. Prescriptions filled through the mail order pharmacy that are less than a 46 day supply will be processed at retail pricing and will be counted with retail utilization.

Prescription Drug List (PDL). Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved prescription drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the prescription drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the prescription drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the prescription drug product.

United may periodically change the placement of a prescription drug product among the tiers and/or recommend specific prescription drug product exclusions from coverage. These changes generally will occur three times per year, but no more than six times per calendar year. These changes may occur without prior notice to Customer however United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling customer service.

Claims Processing. United will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. On mail order and retail and specialty pharmacy services, United will retain the difference between what United reimburses the Network Pharmacy and Customer payment for a prescription drug product or service.

United maintains systems for processing pharmacy claims and may receive access fees as compensation for services United provides to Network Pharmacies.

Pharmacy Audits. During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity ("Auditor") may conduct an annual pharmacy claims audit of United's

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performance under the Agreement once each calendar year. Prior to the commencement of this audit, United must receive a signed, a mutually agreeable confidentiality agreement.

Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. No audits may be initiated or conducted during the months of December and January due to the demands of annual renewals and the implementation period. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. The audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample as approved by United. United will not support any external audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology; this includes electronic/data mining audits that are used for purposes of recovery discovery.

Customer will pay any expenses that it or its Auditor incurs in connection with the audit. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses United incurs due to a customer request related to the audit, such fees to be reviewed and approved by the Customer in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this Section (if approved by United), Customer will pay all expenses incurred by United.

United will provide Auditor with access to prescription claims data, subject to the provisions of the confidentiality agreement. Additional documentation (e.g. policies and procedures) requested during the course of an audit, other than that needed to determine the accuracy of pharmacy claims payments, may be provided at United's reasonable discretion. After reviewing the claims for the audit period, Auditor may provide a sample size of claims, not to exceed 300 prescription claims per audit, for United to perform additional research.

A final audit report shall be provided by Customer or Auditor in writing to United forty-five (45) days after the end of the audit. Such final audit report will contain a representative sample of prescription claims or the entire suspected error population, as well as the dollar amount associated with any suspected errors. If the entire suspected error population is provided, then United will review a statistically valid sample of the prescription claims and provide Customer or Auditor with its response within forty-five (45) days of United's receipt of the final audit report. Customer or its Auditor shall have thirty (30) calendar days to reply to United's response. If Customer or its Auditor fail to provide either the initial final audit report or fail to reply to United's audit response within the timeframes provided, then the audit will be considered closed. Any payment made, whether by United or Customer, based upon audit findings will be made within thirty (30) days following Customer and United agreeing to the audit results and payment of any amounts due as reflected in an executed audit settlement agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or United's affiliates. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used. Rebate audits are to be conducted separate from claims audits, must be conducted on site at United, and are limited to five (5) Rebate agreements.

Requirements of Customer. The HUB requirement is 0%. Student Career Awareness/Education Plan/Commitment – UnitedHealthcare agrees to participate in student presentations and career awareness activities. UnitedHealthcare supports Milwaukee Public Schools and its students in a variety of ways and welcomes the opportunity to continue that work. With regard to Student Employment, UnitedHealthcare agrees to work with Customer to determine a mutually agreeable way to meet this requirement.

Section 2. Pharmacy Benefit Rebates

Allocation and Payment of Rebates. United will negotiate with drug manufacturers for the payment of Rebates to United. The amount of Rebates that is available depends on many factors including whether Customer has an incentive benefit design, arrangements with drug manufacturers, the volume of prescription drug claims, and the structure of the PDL. United will pay Customer an amount equal to 100% of the Rebates United receives (and United may pay interest on this amount as described in this Section). Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until United actually pays them to Customer pursuant to this Agreement.

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Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates, generally four times per year. For any Rebates not paid to Customer within thirty (30) calendar days of United's receipt, United will pay Customer interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Rebate Administrative Fee. United maintains the systems and processes necessary for managing and administering the Rebate program. As consideration for these efforts pharmaceutical manufacturers pay United administrative fees in addition to rebates.

Payments to Pharmacies. In connection with prescription drug claims, there may be a timing difference between when United withdraw funds from Customer claims account and when United issues payments to pharmacies and other payees. United may retain interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by United's banking institution.

Customer Compliance. Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Rebates on or the purchase of prescription drug products from any manufacturer with respect to the pharmacy benefits. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer and Plan's entitlement to Rebates (including forfeiture of any Rebates earned but not paid) and/or terminate the pharmacy benefit services. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for medical management services under this Agreement. In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates. Customer will encourage Customer Participants to use a Network Pharmacy. Customer will also encourage Customer Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website.

Coordination of Pharmacy Benefits with Medicare Part D. If elected by Customer, Customer delegates the discretion and authority to United to develop and use policies and procedures to coordinate claims for retiree pharmacy benefits claims with Customer Part D prescription drug plan in accordance with Customer Plan design and applicable law.

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3. MANAGED PHARMACY SERVICES SCHEDULE

Service	Comments
<p>Integrated Pharmacy Services and General Support. United to provide administrative, management, consultative and general support as it relates to prescription drug benefit plan services, mail order pharmacy services and specialty pharmacy services to support the Plan</p>	
<ul style="list-style-type: none"> • Account management and support staff • Benefits administration and support • Claims Processing • Clinical programs such as standard notification, quantity level limits, and quantity per duration. • Credentialing of Contracted Pharmacies • Customer Care Center Services - Toll-free access to customer care voice response unit (for location of network pharmacies), and a pharmacist • Eligibility management • Mail Order Pharmacy Services • Medication Adherence Savings • PDL Management • Pharmacy Network Management • Pharmacy Benefit Rebate Administration • Prior Authorization Services • Quality Assurance Program • Reporting (available through eServices) • Specialty Pharmacy Services Step Therapy • Targeted Disease Intervention Program • Utilization Management Program - Development and Support • Additional programs such as dispense as written (DAW) interventions, retail flags and edits, maximum allowable cost pricing (retail), and generic and mail order programs • Upon termination of the Agreement, United will provide transition files (open refill, prior authorization, non-financial claims history) to a successor pharmacy benefits manager 	

II. The Agreements are amended by the addition of the following to Care Management and Outreach Services in the Services Exhibit:

<p>Personal Health Support 3.0 High with Cancer Support Program and Comprehensive Kidney Solutions</p>	
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EXHIBIT B

Contract Number 703772

The following financial terms are effective for the period 1/1/2020 through 12/31/2022.

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

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 9,181 enrolled Employees.

2020 - \$41.43 per Employee per month

2021 - \$42.26 per Employee per month

2022 - \$43.13 per Employee per month

Average Contract Size: 2.38

Mail Order Pharmacy Generic Target Adjudication Rate

The target adjudication rate for prescription drugs is identified in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. In the event that certain drugs are priced based on the application of maximum allowable cost methodology, the actual adjudication rate may vary from the target based on variation in the actual mix of drugs dispensed.

Specialty Drug Target Adjudication Rate

The target adjudication rate for prescription drugs obtained through the Specialty Pharmacy Network is established on a drug-by-drug basis and on average varies from AWP-9% to AWP-20%. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. The actual adjudication rate may vary from the target based on variation in the actual drugs dispensed.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans United does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes	Fee for United's services, equal to 35% of the amount of reductions obtained through United's

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<p>United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months</p>	<p>efforts.</p> <p>The savings used to calculate the fee per individual claim for Shared Savings and Facility R&C shall not exceed \$50,000. Accordingly, the fee per individual claim will not collectively exceed 35% of \$50,000.</p>
<p>Shared Savings Program</p>	<p>Customer will pay a fee equal to 35% of the Savings Obtained as a result of the Shared Savings Program.</p> <p>The savings used to calculate the fee per individual claim for Shared Savings and Facility R&C shall not exceed \$50,000. Accordingly, the fee per individual claim will not collectively exceed 35% of \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
<p>Advanced Analytics and Recovery Services</p>	<p>Fee equal to twenty four percent (24%) of the gross recovery amount</p>

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EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period 1/1/2020 through 12/31/2020 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (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 Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

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

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

Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$80,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$80,000

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Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%	
Definition	Procedural accuracy rate of not less than the designated percent.	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$80,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
<p>Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.</p>		
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average	Seconds 30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$80,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$80,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using United's standard	

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Level	internal call quality assurance program.	
Period	Office that services Customer's account	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$80,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administers your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$40,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	Score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$40,000
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

1. Claim Payment Accuracy (CPA): the accuracy of a claim payment	97.00%	Office level.	
	Gradients are		
	96.99%-96.50%		\$16,000
	96.49%-96.00%		\$32,000
	95.99%-95.50%		\$48,000
	95.49%-95.00%		\$64,000
	Below 95.00%		\$80,000
2. Time to Process: percent of claims paid in 20 business days	98.00 % in twenty business days	Site level, by standard claim operations reports.	
	Gradients are		
	98.00% within 21 business days		\$16,000
	98.00% within 22 business days		\$32,000
	98.00% within 23 business days		\$48,000
	98.00% within 24 business days		\$64,000
	98.00% within 25 or more business days		\$80,000
Total At Risk			\$720,000

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Pharmacy Financials				
Definition	Pharmacy rate guarantees.			
Measurement and Criteria	01/01/2020			
	01/01/2021			
	01/01/2022			
	Component Discount Guarantee			
	Retail Brand, Average Wholesale Price (AWP) less	18.50%	18.75%	19.00%
	Retail Brand -- 90 Day Supply, AWP less	22.00%	22.25%	22.50%
	Retail Generic - 30 and 90 Day Supply, AWP less	83.00%	83.10%	83.20%
	Mail Order Brand, AWP less	26.35%	26.35%	26.35%
	Mail Order Generic, AWP less	86.25%	86.35%	86.45%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component.			
	Dispensing Fee Guarantee			
	Retail Brand - 30 Day	\$0.50	\$0.50	\$0.50
	Retail Brand -- 90 Day Supply	\$0.00	\$0.00	\$0.00
	Retail Generic - 30 Day	\$0.50	\$0.50	\$0.50
	Retail Generic -- 90 Day Supply	\$0.00	\$0.00	\$0.00
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Minimum Rebate Guarantee (Flex Base PDL)			
	Rebate Sharing Percentage	100.0%	100.0%	100.0%
	Basis, per script	Brand	Brand	Brand
	Retail - 30 Day	\$200.00	\$220.00	\$240.00
Retail - 90 Day Supply	\$480.00	\$580.00	\$680.00	
Mail Order	\$525.00	\$625.00	\$710.00	
Specialty	\$2,000.00	\$2,100.00	\$2,200.00	
Fees				
Pharmacy Administration Fee (PEPM)	\$1.00	\$1.00	\$1.00	
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the guaranteed discount amount for each individual component.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined guaranteed dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. 			

(ATTACHMENT 8) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

- The Arrangement excludes usual & customary claims.
- The Arrangement includes vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter claims.
- The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.
- When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.
- Specialty drugs dispensed out-of-network are included in the retail guarantees. Specialty drugs dispensed in-network are excluded from the Retail and Mail guarantees.
- Drugs in the following Specialty therapeutic categories are included in the retail guarantees: HIV.

Rebate Specific Conditions

- Assumes implementation of United's Flex Base PDL which includes mandatory exclusions and clinical programs
- United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:
- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
 - in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
 - if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
 - if Customer changes or does not elect an Incented plan design
 - United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.
 - Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Customer acknowledges that United retains Rebate Administration fees.
 - If Customer terminates pharmacy benefit services with United prior to 12/31/2022, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.
 - Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: HIV.
 - Over-the-counter and repackaged drugs, vaccines and devices are excluded from the brand script counts.
 - Multisource brand drugs are excluded from the brand script counts.
 - Limited distribution drugs are excluded from the brand script counts.

General Conditions

- On mail order and specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- A minimum of 8,309 Employees and 19,749 Participants enrolled in the pharmacy plan is required.
- The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United as the exclusive mail provider.
- United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.

PTRX
(04/2019)

(ATTACHMENT 8) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Specialty Pharmacy					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network.				
Measurement	A composite of 20.0% for drugs dispensed through UHC's Specialty Pharmacy. This guarantee is effective 01/01/2020 through 12/31/2022. See chart below for a list of Specialty Drugs.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount target of 20.0% to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the combined actual specialty drug discounts are less than the 20.0% composite discount drug target.				
Conditions	<ul style="list-style-type: none"> Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark e) if actual specialty utilization is not substantially similar to that in the experience period data on which our quote is based. On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. 				
Specialty Drug Category	Drug Name	Specialty Drug Category	Drug Name	Specialty Drug Category	Drug Name
ANEMIA	ARANESP	Included	INFLAMMATORY CONDITIONS	ACTEMRA	Included
ANEMIA	EPOGEN	Included	INFLAMMATORY CONDITIONS	CIMZIA	Included
ANEMIA	PROCRIT	Included	INFLAMMATORY CONDITIONS	COSENTYX	Included
ANEMIA	RETACRIT	Included	INFLAMMATORY CONDITIONS	DUPIXENT	Included
ANTICONVULSANTS	EPIDIOLEX	Included	INFLAMMATORY CONDITIONS	EMFLAZA	Included
ANTIHYPERTENSIVE	JUXTAPID	Included	INFLAMMATORY CONDITIONS	ENBREL	Included
ANTIHYPERTENSIVE	PRALUENT	Included	INFLAMMATORY CONDITIONS	HUMIRA	Included
ANTIHYPERTENSIVE	REPATHA	Included	INFLAMMATORY CONDITIONS	ILUMYA	Included
ANTI-INFECTIVE	ARIKAYCE	Included	INFLAMMATORY CONDITIONS	KEVZARA	Included
ANTI-INFECTIVE	DARAPRIM	Included	INFLAMMATORY CONDITIONS	KINERET	Included
CARDIOVASCULAR	NORTHERA	Included	INFLAMMATORY CONDITIONS	OLUMIANT	Included
CNS AGENTS	AUSTEDO	Included	INFLAMMATORY CONDITIONS	ORENCIA	Included

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CNS AGENTS	HETLIOZ	Included	INFLAMMATORY CONDITIONS	OTEZLA	Included
CNS AGENTS	INGREZZA	Included	INFLAMMATORY CONDITIONS	RIDAURA	Included
CNS AGENTS	RILUTEK	Included	INFLAMMATORY CONDITIONS	SILIQ	Included
CNS AGENTS	RILUZOLE	Included	INFLAMMATORY CONDITIONS	SIMPONI	Included
CNS AGENTS	SABRIL	Included	INFLAMMATORY CONDITIONS	STELARA	Included
CNS AGENTS	TETRABENAZINE	Included	INFLAMMATORY CONDITIONS	TALTZ	Included
CNS AGENTS	TIGLUTIK	Included	INFLAMMATORY CONDITIONS	TREMFYA	Included
CNS AGENTS	VIGABATRIN	Included	INFLAMMATORY CONDITIONS	XELJANZ	Included
CNS AGENTS	VIGADRONE	Included	INFLAMMATORY CONDITIONS	XELJANZ XR	Included
CNS AGENTS	XENAZINE	Included	IRON OVERLOAD	EXJADE	Included
CNS AGENTS	XYREM	Included	IRON OVERLOAD	FERRIPROX	Included
CYSTIC FIBROSIS	BETHKIS	Included	IRON OVERLOAD	JADENU	Included
CYSTIC FIBROSIS	CAYSTON	Included	LIVER DISEASE	OICALIVA	Included
CYSTIC FIBROSIS	KALYDECO	Included	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Included
CYSTIC FIBROSIS	KITABIS PAK	Included	MULTIPLE SCLEROSIS	AMPYRA	Included
CYSTIC FIBROSIS	ORKAMBI	Included	MULTIPLE SCLEROSIS	AUBAGIO	Included
CYSTIC FIBROSIS	PULMOZYME	Included	MULTIPLE SCLEROSIS	AVONEX	Included
CYSTIC FIBROSIS	SYMDEKO	Included	MULTIPLE SCLEROSIS	BETASERON	Included
CYSTIC FIBROSIS	TOBI	Included	MULTIPLE SCLEROSIS	COPAXONE	Included
CYSTIC FIBROSIS	TOBI PODHALER	Included	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Included
CYSTIC FIBROSIS	TOBRAMYCIN	Included	MULTIPLE SCLEROSIS	EXTAVIA	Included
ENDOCRINE	BUPHENYL	Included	MULTIPLE SCLEROSIS	GILENYA	Included
ENDOCRINE	CARBAGLU	Included	MULTIPLE SCLEROSIS	GLATIRAMER	Included
ENDOCRINE	CHENODAL	Included	MULTIPLE SCLEROSIS	GLATOPA	Included
ENDOCRINE	CUPRIMINE	Included	MULTIPLE SCLEROSIS	PLEGRIDY	Included
ENDOCRINE	CYSTADANE	Included	MULTIPLE SCLEROSIS	REBIF	Included
ENDOCRINE	CYSTARAN	Included	MULTIPLE SCLEROSIS	REBIF REBIDOSE	Included
ENDOCRINE	DEPEN TITRATABS	Included	MULTIPLE SCLEROSIS	TECFIDERA	Included
ENDOCRINE	EGRIFTA	Included	MULTIPLE SCLEROSIS	ZINBRYTA	Included
ENDOCRINE	FIRMAGON	Included	NEUTROPENIA	FULPHILA	Included
ENDOCRINE	GATTEX	Included	NEUTROPENIA	GRANIX	Included
ENDOCRINE	H.P. ACTHAR	Included	NEUTROPENIA	LEUKINE	Included
ENDOCRINE	JYNARQUE	Included	NEUTROPENIA	NEULASTA	Included
ENDOCRINE	KEVEYIS	Included	NEUTROPENIA	NEUPOGEN	Included
ENDOCRINE	KORLYM	Included	NEUTROPENIA	NIVESTYM	Included
ENDOCRINE	KUVAN	Included	NEUTROPENIA	UDENYCA	Included
ENDOCRINE	MYALEPT	Included	NEUTROPENIA	ZARXIO	Included
ENDOCRINE	NATPARA	Included	ONCOLOGY - INJECTABLE	INTRON A	Included
ENDOCRINE	NITYR	Included	ONCOLOGY - INJECTABLE	SYLATRON	Included
ENDOCRINE	OCTREOTIDE ACETATE	Included	ONCOLOGY - INJECTABLE	SYNRIBO	Included
ENDOCRINE	PROCYSBI	Included	ONCOLOGY - ORAL	ABIRATERONE	Included
ENDOCRINE	RAVICTI	Included	ONCOLOGY - ORAL	AFINITOR	Included
ENDOCRINE	SAMSCA	Included	ONCOLOGY - ORAL	AFINITOR DISPERZ	Included
ENDOCRINE	SANDOSTATIN	Included	ONCOLOGY - ORAL	ALECENSA	Included
ENDOCRINE	SIGNIFOR	Included	ONCOLOGY - ORAL	ALKERAN	Included
ENDOCRINE	SODIUM PHENYLBUTYRATE	Included	ONCOLOGY - ORAL	ALUNBRIG	Included

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ENDOCRINE	SOMATULINE DEPOT	Included	ONCOLOGY - ORAL	BEXAROTENE	Included
ENDOCRINE	SOMAVERT	Included	ONCOLOGY - ORAL	BOSULIF	Included
ENDOCRINE	SYPRINE	Included	ONCOLOGY - ORAL	BRAFTOVI	Included
ENDOCRINE	THIOLA	Included	ONCOLOGY - ORAL	CABOMETYX	Included
ENDOCRINE	TRIENTINE	Included	ONCOLOGY - ORAL	CALQUENCE	Included
ENDOCRINE	XERMELO	Included	ONCOLOGY - ORAL	CAPECITABINE	Included
ENDOCRINE	XURIDEN	Included	ONCOLOGY - ORAL	CAPRELSA	Included
ENZYME DEFICIENCY	CHOLBAM	Included	ONCOLOGY - ORAL	COMETRIQ	Included
ENZYME DEFICIENCY	CYTAGON	Included	ONCOLOGY - ORAL	COPIKTRA	Included
ENZYME DEFICIENCY	GALAFOLD	Included	ONCOLOGY - ORAL	COTELLIC	Included
ENZYME DEFICIENCY	MIGLUSTAT	Included	ONCOLOGY - ORAL	DAURISMO	Included
ENZYME DEFICIENCY	ORFADIN	Included	ONCOLOGY - ORAL	ERIVEDGE	Included
ENZYME DEFICIENCY	PALYNZIQ	Included	ONCOLOGY - ORAL	ERLEADA	Included
ENZYME DEFICIENCY	STRENSIQ	Included	ONCOLOGY - ORAL	FARYDAK	Included
ENZYME DEFICIENCY	SUCRAID	Included	ONCOLOGY - ORAL	GILOTRIF	Included
ENZYME DEFICIENCY	TEGSEDI	Included	ONCOLOGY - ORAL	GLEEVEC	Included
ENZYME DEFICIENCY	ZAVESCA	Included	ONCOLOGY - ORAL	HYCAMTIN	Included
GAUCHERS DISEASE	CERDELGA	Included	ONCOLOGY - ORAL	IBRANCE	Included
GROWTH HORMONE DEFICIENCY	GENOTROPIN	Included	ONCOLOGY - ORAL	ICLUSIG	Included
GROWTH HORMONE DEFICIENCY	HUMATROPE	Included	ONCOLOGY - ORAL	IDHIFA	Included
GROWTH HORMONE DEFICIENCY	INCRELEX	Included	ONCOLOGY - ORAL	IMATINIB MESYLATE	Included
GROWTH HORMONE DEFICIENCY	NORDITROPIN	Included	ONCOLOGY - ORAL	IMBRUVICA	Included
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	Included	ONCOLOGY - ORAL	INLYTA	Included
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	Included	ONCOLOGY - ORAL	IRESSA	Included
GROWTH HORMONE DEFICIENCY	OMNITROPE	Included	ONCOLOGY - ORAL	JAKAFI	Included
GROWTH HORMONE DEFICIENCY	SAIZEN	Included	ONCOLOGY - ORAL	KISQALI	Included
GROWTH HORMONE DEFICIENCY	SEROSTIM	Included	ONCOLOGY - ORAL	KISQALI FEMARA	Included
GROWTH HORMONE DEFICIENCY	ZOMACTON	Included	ONCOLOGY - ORAL	LENVIMA	Included
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Included	ONCOLOGY - ORAL	LONSURF	Included
HEMATOLOGIC	BERINERT	Included	ONCOLOGY - ORAL	LORBRENA	Included
HEMATOLOGIC	CINRYZE	Included	ONCOLOGY - ORAL	LYNPARZA	Included
HEMATOLOGIC	DOPTELET	Included	ONCOLOGY - ORAL	MATULANE	Included
HEMATOLOGIC	FIRAZYR	Included	ONCOLOGY - ORAL	MEKINIST	Included
HEMATOLOGIC	HAEGARDA	Included	ONCOLOGY - ORAL	MEKTOVI	Included
HEMATOLOGIC	MOZOBIL	Included	ONCOLOGY - ORAL	MELPHALAN	Included
HEMATOLOGIC	MULPLETA	Included	ONCOLOGY - ORAL	MESNEX	Included
HEMATOLOGIC	PROMACTA	Included	ONCOLOGY - ORAL	NERLYNX	Included
HEMATOLOGIC	RUCONEST	Included	ONCOLOGY - ORAL	NEXAVAR	Included
HEMATOLOGIC	TAKHZYRO	Included	ONCOLOGY - ORAL	NINLARO	Included
HEMATOLOGIC	TAVALISSE	Included	ONCOLOGY - ORAL	ODOMZO	Included
HEMOPHILIA - INFUSED	ADVATE	Included	ONCOLOGY - ORAL	POMALYST	Included
HEMOPHILIA - INFUSED	ADYNOVATE	Included	ONCOLOGY - ORAL	REVLIMID	Included
HEMOPHILIA -	AFSTYLA	Included	ONCOLOGY - ORAL	RUBRACA	Included

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INFUSED					
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	Included	ONCOLOGY - ORAL	RYDAPT	Included
HEMOPHILIA - INFUSED	ALPHANINE SD	Included	ONCOLOGY - ORAL	SPRYCEL	Included
HEMOPHILIA - INFUSED	ALPROLIX	Included	ONCOLOGY - ORAL	STIVARGA	Included
HEMOPHILIA - INFUSED	BEBULIN	Included	ONCOLOGY - ORAL	SUTENT	Included
HEMOPHILIA - INFUSED	BENEFIX	Included	ONCOLOGY - ORAL	TAFINLAR	Included
HEMOPHILIA - INFUSED	COAGADEX	Included	ONCOLOGY - ORAL	TAGRISSE	Included
HEMOPHILIA - INFUSED	CORIFACT	Included	ONCOLOGY - ORAL	TALZENNA	Included
HEMOPHILIA - INFUSED	ELOCTATE	Included	ONCOLOGY - ORAL	TARCEVA	Included
HEMOPHILIA - INFUSED	FEIBA	Included	ONCOLOGY - ORAL	TARGETIN	Included
HEMOPHILIA - INFUSED	HELIXATE FS	Included	ONCOLOGY - ORAL	TASIGNA	Included
HEMOPHILIA - INFUSED	HEMOPIL M	Included	ONCOLOGY - ORAL	TEMODAR	Included
HEMOPHILIA - INFUSED	HUMATE-P	Included	ONCOLOGY - ORAL	TEMOZOLOMIDE	Included
HEMOPHILIA - INFUSED	IDELVION	Included	ONCOLOGY - ORAL	THALOMID	Included
HEMOPHILIA - INFUSED	IXINITY	Included	ONCOLOGY - ORAL	TIBSOVO	Included
HEMOPHILIA - INFUSED	JIVI	Included	ONCOLOGY - ORAL	TRETINOIN	Included
HEMOPHILIA - INFUSED	KOATE	Included	ONCOLOGY - ORAL	TYKERB	Included
HEMOPHILIA - INFUSED	KOATE-DVI	Included	ONCOLOGY - ORAL	VENCLEXTA	Included
HEMOPHILIA - INFUSED	KOGENATE FS	Included	ONCOLOGY - ORAL	VERZENIO	Included
HEMOPHILIA - INFUSED	KOVALTRY	Included	ONCOLOGY - ORAL	VITRAKVI	Included
HEMOPHILIA - INFUSED	MONOCLATE-P	Included	ONCOLOGY - ORAL	VIZIMPRO	Included
HEMOPHILIA - INFUSED	MONONINE	Included	ONCOLOGY - ORAL	VOTRIENT	Included
HEMOPHILIA - INFUSED	NOVOEIGHT	Included	ONCOLOGY - ORAL	XALKORI	Included
HEMOPHILIA - INFUSED	NOVOSEVEN RT	Included	ONCOLOGY - ORAL	XELODA	Included
HEMOPHILIA - INFUSED	NUWIQ	Included	ONCOLOGY - ORAL	XOSPATA	Included
HEMOPHILIA - INFUSED	PROFILNINE	Included	ONCOLOGY - ORAL	XTANDI	Included
HEMOPHILIA - INFUSED	REBINYN	Included	ONCOLOGY - ORAL	YONSA	Included
HEMOPHILIA - INFUSED	RECOMBINATE	Included	ONCOLOGY - ORAL	ZEJULA	Included
HEMOPHILIA - INFUSED	RIXUBIS	Included	ONCOLOGY - ORAL	ZELBORAF	Included
HEMOPHILIA - INFUSED	TRETEN	Included	ONCOLOGY - ORAL	ZOLINZA	Included
HEMOPHILIA - INFUSED	VONVENDI	Included	ONCOLOGY - ORAL	ZYDELIG	Included
HEMOPHILIA - INFUSED	WILATE	Included	ONCOLOGY - ORAL	ZYKADIA	Included
HEMOPHILIA - INFUSED	XYNTHA	Included	ONCOLOGY - ORAL	ZYTIGA	Included
HEMOPHILIA - INJECTABLE	HEMLIBRA	Included	ONCOLOGY - TOPICAL	TARGETIN	Included
HEPATITIS B	ADEFOVIR DIPIVOXIL	Included	ONCOLOGY - TOPICAL	VALCHLOR	Included

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HEPATITIS B	BARACLUDE	Included	OPHTHALMIC	OXERVATE	Included
HEPATITIS B	ENTECAVIR	Included	OSTEOPOROSIS	FORTEO	Included
HEPATITIS B	EPIVIR HBV	Included	OSTEOPOROSIS	TYMLOS	Included
HEPATITIS B	HEPSERA	Included	PARKINSONS DISEASE	APOKYN	Included
HEPATITIS B	LAMIVUDINE HBV	Included	PULMONARY DISEASE	ESBRIET	Included
HEPATITIS B	VEMLIDY	Included	PULMONARY DISEASE	OFEV	Included
HEPATITIS C	DAKLINZA	Included	PULMONARY HYPERTENSION	ADCIRCA	Included
HEPATITIS C	EPCLUSA	Included	PULMONARY HYPERTENSION	ADEMPAS	Included
HEPATITIS C	HARVONI	Included	PULMONARY HYPERTENSION	LETAIRIS	Included
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	Included	PULMONARY HYPERTENSION	OPSUMIT	Included
HEPATITIS C	MAVYRET	Included	PULMONARY HYPERTENSION	ORENITRAM	Included
HEPATITIS C	OLYSIO	Included	PULMONARY HYPERTENSION	REVATIO	Included
HEPATITIS C	PEGASYS	Included	PULMONARY HYPERTENSION	TADALAFIL	Included
HEPATITIS C	PEGINTRON	Included	PULMONARY HYPERTENSION	TRACLEER	Included
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	Included	PULMONARY HYPERTENSION	TYVASO	Included
HEPATITIS C	SOVALDI	Included	PULMONARY HYPERTENSION	UPTRAVI	Included
HEPATITIS C	TECHNIVIE	Included	PULMONARY HYPERTENSION	VENTAVIS*	Included
HEPATITIS C	VIEKIRA PAK	Included	TRANSPLANT	ASTAGRAF XL	Included
HEPATITIS C	VIEKIRA XR	Included	TRANSPLANT	CELLCEPT	Included
HEPATITIS C	VOSEVI	Included	TRANSPLANT	CYCLOSPORINE	Included
HEPATITIS C	ZEPATIER	Included	TRANSPLANT	CYCLOSPORINE MODIFIED	Included
IMMUNE MODULATOR	ACTIMMUNE	Included	TRANSPLANT	ENVARUSUS XR	Included
IMMUNE MODULATOR	ARCALYST	Included	TRANSPLANT	GENGRAF	Included
INFERTILITY	BRAVELLE	Included	TRANSPLANT	MYCOPHENOLATE MOFETIL	Included
INFERTILITY	CETROTIDE	Included	TRANSPLANT	MYCOPHENOLIC ACID	Included
INFERTILITY	CHORIONIC GONADOTROPIN	Included	TRANSPLANT	MYCOPHENOLIC ACID DR	Included
INFERTILITY	FOLLISTIM AQ	Included	TRANSPLANT	MYFORTIC	Included
INFERTILITY	GANIRELIX ACETATE	Included	TRANSPLANT	NEORAL	Included
INFERTILITY	GONAL-F	Included	TRANSPLANT	PROGRAF	Included
INFERTILITY	GONAL-F RFF	Included	TRANSPLANT	RAPAMUNE	Included
INFERTILITY	MENOPUR	Included	TRANSPLANT	SANDIMMUNE	Included
INFERTILITY	NOVAREL	Included	TRANSPLANT	SIROLIMUS	Included
INFERTILITY	OIDREL	Included	TRANSPLANT	TACROLIMUS	Included
INFERTILITY	PREGNYL	Included	TRANSPLANT	ZORTRESS	Included

*Includes Nebulizer
Generic equivalents may be dispensed in lieu of brands.

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EXHIBIT D – NETWORK PERFORMANCE STANDARDS FOR HEALTH BENEFITS



MILWAUKEE PUBLIC SCHOOLS CHOICE

Network Savings Guarantee

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2020 through 12/31/2020 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Actual Discount Range	Fees At Risk
Less Than 48.0%	20.0%
48.0% - 49.0%	13.3%
49.0% - 50.0%	6.7%
Greater Than 50.0%	0.0%

We agree to reimburse the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 20.0% of the standard medical fees (excluding optional and non-standard fees).

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

- Employees enrolled in a UnitedHealthcare Choice Network 6,571
- Target Network Savings Percentage (Illustrative) 50.0%
- Risk Free Corridor 0.0%
- For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.
- Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.
- We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) at or near the negotiated rate from this guarantee.

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- We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.
- Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.
- Mental Health/Substance Abuse claims are excluded.

The table below contains anticipated enrollment by market. The Other category is made up of markets with smaller concentrations of employees.

Market Name	Employees	Employee %
MILWAUKEE	6,504	99.0%
Other	67	1.0%
Total/Average*	6,571	100.0%

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

A minimum of 5,914 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

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

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

UHC reserves the right to adjust the discount guarantee should provider chagemaster increases (the rate by which provider charges increase) vary from assumed levels.

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

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

(ATTACHMENT 8) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS



MILWAUKEE | Network
PUBLIC SCHOOLS CHOICE + Savings
Guarantee

UnitedHealthcare Choice+ Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2020 through 12/31/2020 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Actual Discount Range	Fees At Risk
Less Than 45.5%	20.0%
45.5% - 46.5%	13.3%
46.5% - 47.5%	6.7%
Greater Than 47.5%	0.0%

We agree to reimburse the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 20.0% of the standard medical fees (excluding optional and non-standard fees).

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

- Employees enrolled in a UnitedHealthcare Choice Network 2,602
- Target Network Savings Percentage (Illustrative) 47.5%
- Risk Free Corridor 0.0%
- For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.
- Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.
- We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) at or near the negotiated rate from this guarantee.
- We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.
- Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.

(ATTACHMENT 8) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Mental Health/Substance Abuse claims are excluded.

The table below contains anticipated enrollment by market. The Other category is made up of markets with smaller concentrations of employees.

Market Name	Employees	Employee %
MILWAUKEE	2,573	98.9%
Other	29	1.1%
Total/Average*	2,602	100.0%

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

A minimum of 2,342 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

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

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

UHC reserves the right to adjust the discount guarantee should provider charge master increases (the rate by which provider charges increase) vary from assumed levels.

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

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