

**TENTH AMENDMENT
TO THE OPTUMINSIGHT SERVICES AGREEMENT**

This Tenth Amendment to the OptumInsight Services Agreement (this "Amendment"), is entered into as of _____ (the "Amendment Effective Date") by and between OptumInsight, Inc. ("Vendor") and UnitedHealthcare of Kentucky, Ltd. ("United").

WHEREAS, the parties entered into an OptumInsight Services Agreement effective April 1, 2011 (the "Agreement") that sets forth the terms and conditions under which Vendor provides and/or arranges for the provision of Covered Services to United Members.

WHEREAS, by executing this Amendment, the parties each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement between the parties.

NOW THEREFORE, in consideration of the conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Vendor and United hereby agree to amend the Agreement as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.
2. Exhibit A-1, "Claims Analytics and Recovery Services" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-1, "Claims Analytics and Recovery Services", attached hereto.
3. Exhibit A-2, "Retrospective Fraud, Waste & Abuse Services" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-2, "Retrospective Fraud, Waste & Abuse Services", attached hereto.
4. Exhibit A-3, "Subrogation Services" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-3, "Subrogation Services", attached hereto.
5. Exhibit A-4, "Premium Audit Services" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-4, "Premium Audit Services", attached hereto.
6. Except as so amended, all other provisions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment.

**[REST OF THIS PAGE INTENTIONALLY LEFT BLANK FOLLOWED BY
THE SIGNATURE PAGE WHICH MAY BE EXECUTED ELECTRONICALLY
IN COUNTERPARTS AND SENT VIA FACSIMILE OR EMAIL]**

OptumInsight, Inc. -UHCKY AM10
IIPAS Contract ID: 5614-K
Optum Contract ID: 00573994.0

Kentucky HEALTH refers to the Section 1115 Demonstration Waiver known as Kentucky Helping to Engage and Achieve Long Term Health (HEALTH).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

OptumInsight, Inc.

UnitedHealthcare of Kentucky, Ltd.

Signature:

Signature:

Print Name:

Print Name:

Print Title:

Print Title:

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EXHIBIT A-1
CLAIM ANALYTICS AND RECOVERY SERVICES

1. Services. Vendor shall provide certain of the following claim overpayment audit and recovery services (the “Services”) to United as indicated in Section 2 and 3 below:
- Recovery & Cash Management
 - Special Handling Provider Recovery
 - Appeals
 - Unsolicited Check Refunds
 - Settlements
 - IT/Technology Support
 - Reporting
 - Vendor Management
 - Overpayment Identification (Audit) that is provided in a manner that is specific to each of United’s benefit plans (e.g., only Medicare & Retirement overpayments)
 - Algorithm
 - Research & Development
 - Quality and Validation

Services will be provided to United for members on the claim platforms that United identifies for Vendor. Vendor will be responsible for all aspects of the functions and staff.

Vendor agrees to support any additional programs and membership, including the addition or modification of claim platforms that United requests. United agrees to be solely financially responsible for the development and implementation costs related to additions or modifications to any claim platforms that are preapproved as necessary to support such programs and membership unless the parties agree otherwise. United and Vendors will mutually agree on how these fees will be applied.

2. Compensation. United shall pay Vendor the following amounts for the Services:

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Segment	Line of Business	Service	Service Area*	Rate (\$)	Rate Type
C&S	Medicaid	Claims Analytics and Recovery Services			PMPM

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

The membership upon which rates are based shall be determined by mutually agreement of the parties.

3. Additional Terms Regarding Payment. Vendor and United will regularly meet and agree on financial targets and make adjustments as necessary to support the business in achieving business objectives. In the event the agreed upon targets are not being met, United and Vendor will determine a course of action based on mutually agreeable terms.
4. Legal Actions. Subject to United's approval, which shall not be unreasonably withheld, Vendor may retain legal counsel on United's behalf for matters arising from the Services. Vendor shall notify United of the law firm selected for any matter. Vendor shall manage outside counsel and act as United's primary liaison between United and outside counsel. Vendor will provide United with case management reports in a manner and on a schedule mutually agreed to by the parties. All legal expenses and costs incurred in any matter shall be the sole financial responsibility of United.
5. United Decisions. United will be solely responsible for all decisions and actions relating to the health care claims submitted to United, including, but not limited to:
 - (a) Determining the propriety, advisability or medical necessity of any specific treatment, diagnostic test, operation, therapeutic procedure, medicine, prescription drug, care maintenance, confinement, equipment, supplies or devices, or other matters relating to the provision of any healthcare services or supplies by any physician, nurse or other medical practitioner;
 - (b) Payment or adjusting of any claims for health-related services, including, but not limited to medical, hospital, mental health, substance abuse or other healthcare services;
 - (c) Interpretation of any benefit plan concerning the coverage or denial of benefits;
 - (d) Interpretation of any provider agreement;
 - (e) Making any claim payment or underwriting decision for United; and
 - (f) Compliance with applicable legal or regulatory requirements, including mandatory reporting and prompt pay/clean claim payment requirements.

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6. Authority to Bind United's Benefit Plans. United warrants that it possesses the authority of the benefit plans for which it provides administrative services to authorize Vendor to provide Services pursuant to the terms and conditions set forth in this Agreement and to perform the obligations set forth in this Agreement; provided, however, that, from time to time, certain of such benefit plans may provide United notice that they have not authorized Vendor to provide all or some portion of the Services and, for the avoidance of doubt, the aforementioned warranty shall not apply to such benefit plans.

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**EXHIBIT A-2
RETROSPECTIVE FRAUD, WASTE & ABUSE SERVICES**

1. Services. Vendor will provide United with retrospective payment integrity and fraud and abuse services. Such services shall include retrospective audits/reviews and case work; provided, however, for purposes of class action settlements and national cases, Vendor only performs the filing of data on United’s behalf without any audit, review or case work. Unless otherwise requested by United and agreed to by Vendor, which shall not be unreasonably withheld, the Services will be performed using Vendor’s proprietary and confidential procedures, standards and practices. Vendor will identify, audit and review provider billing practices, use algorithms and other technological methods to identify, audit or review provider billing practices, validate the findings of these audits/reviews, handle appeals when required and pursue recovery of over payments on a post-payment basis.
2. Compensation. United shall pay Vendor the following amounts for the Services:

Segment	Line of Business	Service	Service Area*	Rate (\$)	Rate Type
C&S	Medicaid	Retrospective Fraud, Waste & Abuse Services			PMPM

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

The membership upon which the rates are based shall be determined by mutual agreement of the parties.

3. Legal Actions. Subject to United’s approval, which shall not be unreasonably withheld, Vendor may retain legal counsel on United’s behalf for matters arising from the Services. Vendor shall notify United of the law firm selected for any matter. Vendor shall manage outside counsel and act as United’s primary liaison between United and outside counsel. Vendor will provide United with case management reports in a manner and on a schedule mutually agreed to by the parties. All legal expenses and costs incurred in any matter shall be the sole financial responsibility of Vendor.

4. United’s Decisions. United will be solely responsible for all decisions and actions relating to the health care claims submitted to United, including, but not limited to:

- (a) Determining the propriety, advisability or medical necessity of any specific treatment, diagnostic test, operation, therapeutic procedure, medicine, prescription drug, care maintenance, confinement, equipment, supplies or devices, or other matters relating to the provision of any healthcare services or supplies by any physician, nurse or other medical practitioner;
- (b) Payment or adjusting of any claims for health-related services, including, but not limited to medical, hospital, mental health, substance abuse or other healthcare services;

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- (c) Interpretation of any benefit plan concerning the coverage or denial of benefits;
- (d) Interpretation of any provider agreement;
- (e) Making any claim payment or underwriting decision for United; and
- (f) Compliance with applicable legal or regulatory requirements, including mandatory reporting and prompt pay/clean claim payment requirements.

5. Authority to Bind United's Benefit Plans. United warrants that it possesses the authority of the benefit plans for which it provides administrative services to authorize Vendor to provide Services on the conditions set forth in this Agreement and to take the actions set forth in this Agreement; provided, however, that, from time to time, certain of such benefit plans may provide United notice that they have not authorized Vendor to provide all or some portion of the Services and, for the avoidance of doubt, the aforementioned warranty shall not apply to such benefit plans.

**EXHIBIT A-3
SUBROGATION SERVICES**

1. Services. Vendor will provide United with subrogation, right of reimbursement, and recovery Services to include: (a) detecting, evaluating, and investigating subrogation and recovery matters; (b) conducting audits and reviews; (c) asserting United’s subrogation rights; (d) resolving disputes and obtaining reimbursements, preventing payment of or recovering medical expenses or disability benefits for sickness or accidental injury in situations caused in whole or in part by the act or omission of another party for which United has already paid providers’ healthcare claims for services rendered to United’s plan members or their covered dependents. The Services include coordination of benefits with non-health insurance resources, such as worker compensation or automobile coverage, but do not include the administration of any coordination of benefits with group or individual medical plans. Vendor shall perform said Services using Vendor’s proprietary and confidential procedures, standards and practices unless United reasonably requests otherwise.

2. Compensation. United shall pay Vendor the following amounts for the Services:

Segment	Line of Business	Service	Service Area*	Rate (\$)	Rate Type
C&S	Medicaid	Subrogation Services			PMPM

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

The membership upon which rates are calculated shall be determined by mutual agreement of the parties.

3. Provision of Services. In providing the Services, Vendor will use its reasonable discretion and best efforts in: (a) identifying recovery opportunities through electronic case detection and/or review of manual referrals; (b) auditing and reviewing sources of information regarding the incident in question, including accident reports, medical records and search engines; (c) placing potentially liable parties on notice; (d) negotiating and securing recoveries; (e) conducting and managing litigation; (f) remitting and accounting of recovered funds on a timely basis; and (g) providing standard reports and mutually agreed-upon customized reports. Vendor agrees to perform the Services in a manner that distinguishes recovery opportunities that are specific to each of United’s benefit plans (e.g., only Medicare & Retirement overpayments are listed in any requested report). The only authorization for Vendor to settle matters shall be pursuant to the Authorization attached as Attachment 1 to this Exhibit. Both parties acknowledge and agree that Vendor is not an insurer or claim payer or a fiduciary to United or its benefit plan(s) under ERISA.

4. Legal Actions. Vendor, subject to approval from United which shall not be unreasonably withheld, may retain legal counsel, and arrange for legal counsel to represent United with respect to

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matters arising from Services provided. Upon request, Vendor shall notify United of the law firm selected for a matter. Vendor shall manage outside legal counsel and act as United's primary liaison. If requested, Vendor will provide United with case management reports in a manner and on a schedule agreed to between the parties. All legal expenses incurred in any matter shall be the responsibility of Vendor unless a separate written agreement relating to these expenses in an individual matter is reached between the parties.

5. Authority to Bind United's Benefit Plans. United warrants that it possesses the authority of the benefit plans for which it provides administrative services to authorize Vendor to provide the Services pursuant to the terms and conditions set forth in this Agreement and perform the obligations set forth in this Agreement; provided that, from time to time, certain of such benefit plans may provide United notice that they have not authorized Vendor to provide all or some portion of the Services and, for the avoidance of doubt, the aforementioned warranty shall not apply to such benefit plans.

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**ATTACHMENT 1
AUTHORIZATION**

United and Vendor each acknowledge that resolution recovery and subrogation disputes with other carriers or liable third parties are affected by multiple variables, including factual and evidentiary issues, the terms of the ultimately liable parties' insurance coverage, litigation considerations, legal limitations and the degree of compromise required to satisfy all of the parties.

United hereby authorizes Vendor as follows:

1. Vendor has sole authority and discretion to resolve any such matter and sole authority and discretion to determine the terms and conditions thereof, subject to paragraph 2 below.
2. From time to time, United may provide special instructions to Vendor that establish limits on Vendor's authority to resolve a certain class of matters. Vendor will maintain these special instructions and operate according to them.
3. Vendor shall have authority to sign and execute, on behalf of United, agreements, releases and other documents for matters consistent with the authority that United grants to Vendor for subrogation, reimbursement, past and future medical payment, and related interests as detailed herein.

OptumInsight, Inc.

UnitedHealthcare of Kentucky, Ltd.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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**EXHIBIT A-4
PREMIUM AUDIT SERVICES**

1. Services. Vendor will provide United with Premium Audit Services which shall include development and implementation of a variety of audits designed to identify billing and coding inaccuracy. Audit programs are developed in response to identified contract risk and with United's oversight and approval. Audits are conducted prospectively and retrospectively depending on statutory, regulatory and contractual terms.
2. Compensation. United shall pay Vendor the following amounts for the Services:

Segment	Line of Business	Service	Service Area	Rates (\$)	Rate Type
C&S	Medicaid	Premium Audit Services			PMPM

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

The membership upon which rates are calculated shall be determined by mutual agreement of the parties.

3. Legal Actions. Subject to United's approval, which shall not be unreasonably withheld, Vendor may retain legal counsel on United's behalf for matters arising from the Services. Vendor shall notify United of the law firm selected for any matter. Vendor shall manage outside counsel and act as United's primary liaison between United and outside counsel. Vendor will provide United with case management reports in a manner and on a schedule mutually agreed to by the parties. All legal expenses and costs incurred in any matter shall be the sole financial responsibility of Vendor.
4. United's Decisions. United will be solely responsible for all decisions and actions relating to the health care claims submitted to United, including, but not limited to:
 - (a) Determining the propriety, advisability or medical necessity of any specific treatment, diagnostic test, operation, therapeutic procedure, medicine, prescription drug, care maintenance, confinement, equipment, supplies or devices, or other matters relating to the provision of any healthcare services or supplies by any physician, nurse or other medical practitioner;
 - (b) Payment or adjusting of any claims for health-related services, including, but not limited to medical, hospital, mental health, substance abuse or other healthcare services;
 - (c) Interpretation of any benefit plan concerning the coverage or denial of benefits;

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- (d) Interpretation of any provider agreement;
 - (e) Making any claim payment or underwriting decision for United; and
 - (f) Compliance with applicable legal or regulatory requirements, including mandatory reporting and prompt pay/clean claim payment requirements.
5. Authority to Bind United's Benefit Plans. United warrants that it possesses the authority of the benefit plans for which it provides administrative services to authorize Vendor to provide Services on the conditions set forth in this Agreement and to take the actions set forth in this Agreement; provided, however, that, from time to time, certain of such benefit plans may provide United notice that they have not authorized Vendor to provide all or some portion of the Services and, for the avoidance of doubt, the aforementioned warranty shall not apply to such benefit plans.

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INGENIX SERVICES AGREEMENT

This Ingenix Services Agreement (this “Agreement”) is made as of 4/1/2011 (the “Effective Date”), by and between Ingenix, Inc. (“Vendor”) and UnitedHealthcare of Kentucky, Ltd. (“United”). For services provided on or after its Effective Date, this Agreement supersedes and replaces any and all other agreements, whether written or oral, between the parties regarding the subject matter contained herein.

WHEREAS, United wishes to obtain certain services from Vendor. This Agreement sets forth the terms under which Vendor will provide the requested products and/or services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Vendor and United hereby agree as follows:

SECTION 1 DEFINITIONS

The following terms shall have the meanings set forth below. Additional definitions may be set forth in the Agreement or the exhibits.

1.1 “Services” shall mean any services provided by Vendor under this Agreement as described in an Exhibit A to this Agreement. The parties may add additional exhibits for additional Services as agreed upon by the parties from time to time. Each such exhibit shall be numbered as a series of Exhibit A (such as A1, A2, A3 and thereafter).

SECTION 2 SERVICES

2.1 Services. Vendor shall provide the Services as described in each Exhibit A attached to this Agreement.

2.2 United Control and Oversight. Vendor shall be subject to the reasonable direction of United, as it pertains to the Services provided pursuant to this Agreement. United shall maintain oversight of Vendor for functions Vendor provides to, or arranges for, United and will monitor Services for quality assurance in conformity with applicable state law and other regulatory requirements as set forth in a regulatory appendix. The parties shall cooperate with and assist each other as reasonably necessary or appropriate in the performance of this Agreement.

SECTION 3 RESPONSIBILITIES AND RELATED PROVISIONS

3.1 Vendor’s Procedures. Except as requested by United and agreed to by Vendor, which shall not be unreasonably withheld, United permits Vendor to use Vendor’s procedures, standards and practices in discovering opportunities for providing Services to United. Vendor’s

procedures, standards and practices shall comply with all applicable state and federal laws, regulations and requirements.

3.2 Supporting Information. United agrees to cooperate with Vendor in providing claim information and records with respect to claim investigations; provide and authenticate documents necessary to prove a claim, such as usable claim data, evidence of coverage, certificates of coverage, summary plan descriptions, and internal policies and documents; and execute legal documents necessary to prove a claim or obtain a recovery, such as affidavits; and, if applicable to the Services, promptly transfer all existing correspondence and communication materials to Vendor for handling.

3.3 Provision of Information. United shall cooperate with Vendor in providing Vendor with access to correct and complete claim information and records with respect to claim investigations and other information that Vendor may reasonably require in order to provide the Services. United acknowledges that its performance in providing access to claim information and records is a condition precedent to Vendor performance under this Agreement.

3.4 Contacting Members. United hereby authorizes Vendor to contact United's members as necessary in connection with the performance of the Services.

3.5 Legal Privileges. Each party will do all things necessary to protect any and all legal privileges which may attach to Vendor's activities. Each party intends that Vendor's activities in performing the Services will be subject to, among other privileges, the attorney work product doctrine.

3.6 Warranties and Limitation of Warranties.

(a) Vendor represents and warrants to United that each of Vendor's employees, agents and subcontractors assigned to perform any Services shall have the proper skill, training and experience to perform the Services, the Services will be performed in a competent and professional manner, and Vendor's employees, agents and subcontractors will observe any working rules of United, while on United's premises and to the extent conveyed by United.

(b) Vendor does not represent, warrant, promise or agree that any particular level, percentage or amount of recoveries will be identified, investigated or recovered by Vendor's Services. Vendor shall not be held responsible or be liable in the event Vendor fails, or is alleged to have failed, to identify, investigate or recover for any particular wrongful or improper acts, claims, data or classes of claims, acts or data. Vendor shall use reasonable diligence to identify recovery claims, but United acknowledges that Vendor shall not be obligated to identify or pursue all potential recovery claims. Additionally, Vendor may decline to accept any referral, may cease any open investigation or any recovery, and/or may decline to engage in any recovery activity and/or legal action for any reason. Vendor agrees to use reasonable efforts to notify United of any referral Vendor declines to accept, any open investigation or recovery Vendor ceases, and any recovery activity and/or legal action in which Vendor declines to

engage, each in a timely manner so as to allow United to directly or indirectly take such recovery activity or legal action.

(c) Except as expressly provided in this Agreement, VENDOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.7 Communications. United acknowledges that review of a provider, supplier, or member involved in any matter does not represent a finding of fraudulent or abusive practices.

3.8 Further Responsibilities and Terms. Further terms clarifying the relationship and expectations of the parties may be included in attached exhibits or appendices.

3.9 Taxes. All fees charged by Vendor for the services provided under this Agreement are exclusive of all taxes and fees (including but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes, duties or fees) now in force or enacted in the future, imposed on the transaction or performance of the services, all of which United will be responsible for and will pay in full, except for taxes based on Vendor's income (gross or net). Should any payment for Services provided by Vendor be subject to withholding tax by any state or local taxing jurisdiction, United shall reimburse Vendor for such withholding tax.

SECTION 4 PAYMENT

For the Services, United shall pay Vendor as set forth in each Exhibit A. To the extent that any settlement terms contained in this Agreement may not be specific enough to satisfy SSAP No. 96, the parties agree settlement of each month's balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known.

SECTION 5 INFORMATION; AUDITS; BOOKS AND RECORDS

5.1 Maintaining Records. The books, accounts and records of each party shall be so maintained as to clearly and accurately disclose the transactions contemplated by this Agreement, including such accounting information as is necessary to calculate and support the amount of the payments made by United under this Agreement. All books, accounts and records shall be maintained in compliance with the applicable laws and regulations of the state in which United is domiciled and in accordance with prudent standards of insurance record keeping. Vendor shall maintain at its principal administrative office, and shall require, as applicable, any subcontractors to maintain, adequate books and records of all transactions related to the Services provided pursuant to this Agreement. Vendor shall maintain such books and records for ten (10) years after the date the records were created unless a different retention period is specified by applicable law or regulation, then such records shall be preserved for such period as required by applicable law or regulation.

5.2 Examination of Books and Records. Upon reasonable notice, during normal business hours and at a reasonable time and place, United or its designee shall have the right to examine any books or records of Vendor that relate to this Agreement during the term of this Agreement and for three (3) years thereafter unless otherwise required by law.

5.3 Corrective Action Plans. United shall provide Vendor with a report of any audit findings resulting from an examination within thirty (30) calendar days of the conclusion of an audit. If United notes a regulatory deficiency(ies) during the audit or otherwise notes a failure or delay in performance by Vendor, United may request Vendor to develop a corrective action plan. Upon such a request, Vendor shall prepare a corrective action plan and provide it to United for United's approval within thirty (30) calendar days of United's request. Such plan shall (a) be subject to United's approval (which shall not be unreasonably withheld); and (b) include specifics of and timelines for correcting the regulatory deficiency(ies) (which shall not exceed thirty (30) days).

United shall approve or disapprove the initial corrective action plan in a reasonable timeframe after receipt of such plan from Vendor. Vendor shall implement the approved corrective action plan within the timeframes specified therein. If the corrective action plan is not satisfactory to United or implemented to the reasonable satisfaction of United, United may terminate this Agreement pursuant to Section 7.1.

5.4 Government and Accrediting Agency Access to Records. Government and accrediting agencies which license the operation of United or Vendor shall have the right to inspect, evaluate and audit applicable records. United and Vendor are hereby authorized to release all information and records or copies of such within the possession of United or Vendor that are pertinent to and involve transactions related to this Agreement if such access is necessary to comply with accreditation standards, statutes or regulations applicable to United or Vendor. These audit and inspection rights shall exist for three (3) years from the termination date of this Agreement, the date of completion of any audit, or such other period as required by law or as may be set forth in an Appendix.

5.5 Confidential Information. The parties acknowledge that in the course of performing their obligations under this Agreement, either party may learn or receive confidential and proprietary information, including, but not limited to, trade secrets, business or organizational plans, customer lists, pricing, and underwriting information, concerning the other party or third parties to whom the other party has an obligation of confidentiality (collectively "Confidential Information"). Confidential Information shall not include information that:

- (a) was rightfully in the party's possession prior to receiving Confidential Information;
- (b) is currently or subsequently becomes available to the public through a source other than the receiving party;
- (c) the party develops internally, without reference to the other party's Confidential Information; or

- (d) the party receives from a third party on a non-confidential basis from a source, which to the best of such party's knowledge after due inquiry, is not prohibited from discussing such information by a legal, contractual or fiduciary obligation.

Each party shall take all necessary steps to provide the maximum protection to secure the other party's Confidential Information. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. The parties shall not utilize any Confidential Information belonging to the other party without the other party's prior written consent for any purpose other than performance under this Agreement. The parties agree not to disclose Confidential Information to third parties without the express prior written consent of the party to whom the information belongs. The parties further agree that they will not disclose Confidential Information to anyone within their respective organizations other than those employees with a need to know and who have been informed of the party's obligations under this Agreement. The parties may disclose Confidential Information to their attorneys, accountants, or other agents ("Representatives"), but only if they need to know the Confidential Information as described above. The parties shall inform each Representative of the confidential and proprietary nature of the Confidential Information. Upon termination of this Agreement, a party in possession of any Confidential Information belonging to the other party shall either return such Confidential Information to the other party or destroy the Confidential Information, without retaining copies. If any Confidential Information is impossible or impracticable to return or destroy, the party holding such other party's Confidential Information shall remain bound by the terms of this section with regards to the applicable Confidential Information. Each party shall retain sole ownership of its own Confidential Information.

5.6 Required Disclosures. The confidentiality obligations described herein will not restrict any disclosure required by order of a court or any government agency. The party being ordered to disclose the information shall give prompt notice to the other party of any such order and reasonably cooperate with the other party, at the other party's request and expense, to resist such order or to obtain a protective order.

5.7 Ownership; Communications. Except as otherwise expressly provided for in this Agreement:

- (a) Any books and records provided by United to Vendor pursuant to this Agreement, or developed or maintained by United under or related to this Agreement, shall be owned by United and are subject to the control of United.
- (b) All funds and assets of Vendor are the property of Vendor, held for the benefit of Vendor and are subject to the control of Vendor.
- (c) All funds and assets of United are the property of United, held for the benefit of United and are subject to the control of United; provided that United agrees to grant Vendor and its affiliates access to United's assets as necessary to perform the duties under this Agreement, or as may reasonably assist Vendor and its affiliates to perform hereunder, including without limitation to assist Vendor, in concert with other affiliated

health plans, to achieve cost efficiencies on United's behalf; or as otherwise permitted by United and by applicable law. Neither this Agreement nor the performance of duties pursuant to this Agreement shall grant Vendor or its affiliates any ownership interest in United's assets used by Vendor or its affiliates pursuant to this Agreement.

(d) Each party shall retain all right, title and interest in its proprietary business information or work product that may be used in advertising or promoting Services or that is related to other activities under this Agreement, including, but not limited to, trade secrets, computer software and applications, and any other proprietary business information or work product that is not available to the general public.

(e) Upon termination of this Agreement, each party will return to the other party all intellectual property and work product belonging to the other party and shall not retain copies of such data except as shall be necessary under applicable law.

Except as authorized in this Agreement, each party further agrees to obtain the other party's permission before using any of the other party's copyrighted materials in its communications materials. If either party produces its own communications materials, it shall do so at its own cost and submit materials that use the other party's trademarks, logos, copyrighted or other branding materials to describe Services to the other party for prior review and approval, which shall not be unreasonably withheld or delayed. Any promotional videos may be rebroadcast and brochures made available via the parties' intranet solely for the purpose of providing information about Services; provided, however, such materials contain an appropriate copyright acknowledgment. Neither party shall reproduce any marketing, advertising, or promotional materials, including but not limited to, videos, brochures, posters, newsletters and any other copyrighted materials without the other party's prior written consent, unless expressly permitted otherwise under this Agreement.

SECTION 6 REGULATORY COMPLIANCE

6.1 Compliance with Laws, Regulations; Licensure. Vendor shall maintain all federal, state and local licenses, certifications, permits, regulatory approvals and accreditations, without material restriction, that are required to provide the Services under this Agreement. Vendor and United shall comply with all laws and regulations applicable to the Services provided hereunder, including without limitation the regulatory provisions set forth in individual appendices attached to this Agreement and made a part hereof (the "Appendix(ces)"), which provisions are hereby incorporated into and made a part of this Agreement. United may add, delete or replace Appendices from time to time as necessary to comply with applicable law without amending this Agreement. Services rendered under this Agreement shall be subject only to those provisions in any Appendix that by law or regulation are applicable to such category of Services. Vendor shall comply with the applicable terms and conditions of such Appendices.

6.2 Protected Data. The parties acknowledge and agree that, in the course of performing hereunder, Vendor will receive on behalf of United personal data identifying individuals covered by United, protected health information, and other data protected by law. With respect

to such data, Vendor and United shall comply with the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach Bliley Act, and all other applicable confidentiality, privacy and data security laws and regulations.

6.3 Regulatory Approval and Filing. United shall be responsible for filing this Agreement with any governmental authorities as may be required by any applicable law or regulation. If the governmental authority requests changes to this Agreement, Vendor and United shall jointly discuss the response to the governmental authority.

6.4 Delegation of Activities; Oversight. To the extent applicable to any Services, in compliance with the delegation and oversight obligations imposed on United, including by the applicable state or under its contracts with any state and/or federal regulatory agencies, United (a) shall conduct at least an annual audit of Vendor's performance of such delegated activities and (b) has the right (including if asked by a regulatory agency) to revoke any functions or activities delegated to Vendor under this Agreement, if in United's reasonable judgment, Vendor's performance under this Agreement does not comply with United's obligations. This right shall be in addition to United's termination rights under this Agreement.

SECTION 7 TERM; TERMINATION

7.1 Term and Termination. This Agreement shall commence on the Effective Date and shall continue until terminated as follows:

- (a) by mutual agreement of the parties;
- (b) by either party upon at least 60 days prior written notice to the other party;
- (c) by either party, upon at least 30 days prior written notice to the other party in the event of a material breach of this Agreement by the other party unless the material breach has been cured or a reasonable corrective action plan has been developed and approved by the other party before the end of the notice period;
- (d) by either party, immediately upon written notice to the other party, in the event of the other party's loss or suspension of material licensure, certification or other governmental authorization necessary to perform under this Agreement;
- (e) immediately if required by a state or federal regulatory agency with jurisdiction over this Agreement.

In the event this Agreement is terminated, United shall provide notice thereof in accordance with all requirements of the insurance laws of the state in which United is domiciled.

7.2 United Receivership. If United is placed in receivership pursuant to the relevant state receivership act:

- (a) Vendor shall have no automatic right to terminate this Agreement;

(b) Vendor shall continue to maintain any systems, programs or other infrastructure notwithstanding such receivership and will make them available to the receiver for as long as Vendor continues to receive timely payment for services rendered;

(c) all of the rights of United under this Agreement shall extend to the receiver; and

(d) United's books and records shall immediately be made available to the receiver and shall be turned over to the receiver immediately upon the receiver's request.

7.3 Effect of Termination. If United terminates this Agreement, United agrees to allow Vendor to work to completion on any matter referred to Vendor by United prior to the effective date of termination and collect the fee associated with such matter.

SECTION 8 INSURANCE

Unless otherwise agreed to by the parties in writing, Vendor shall procure and maintain the insurance or self-insurance programs in the minimum amounts set forth below. Any such self-insurance programs will include actuarially approved funding levels. Vendor will provide United evidence of such insurance upon request.

(a) Commercial general liability insurance coverage, including but not limited to errors and omissions, in the minimum amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for the policy year.

(b) Professional liability insurance coverage in the minimum amounts of ten million dollars (\$10,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate for the policy year.

(c) As applicable, worker's compensation insurance coverage for Vendor employees in an amount and form meeting all applicable legal requirements.

SECTION 9 INDEMNIFICATION

The parties shall each indemnify and hold the other harmless from and against any and all liabilities, including but not limited to, losses, penalties, fines, costs, damages, claims, causes of action, and expenses the other incurs, including reasonable attorneys' fees, to the extent caused by the indemnifying party's (a) material breach of this Agreement; or (b) willful misconduct or reckless or grossly negligent act or omission related to or in connection with performance under this Agreement.

SECTION 10 DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any disputes arising from this Agreement (“Disputes”) in the normal course of business at the operational level.

Either party may elect to submit any Disputes that are not resolved by the parties to binding arbitration in accordance with the then current AAA Commercial Rules for disputes. The arbitrator(s) shall be bound by and shall follow the then current ABA/AAA Rules of Ethics for Arbitrators.

Any arbitration proceeding under this Agreement shall be conducted in the state of Minnesota. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law and applicable rules of evidence.

Unless otherwise agreed to by both parties, the parties expressly intend that any Dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the Dispute related to this Agreement. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

If any portion of this Section or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Section or Agreement. If any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

If a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved in accordance with this Section. If the Dispute is submitted to arbitration, the termination for breach will not take effect during the arbitration proceeding.

Neither party shall be liable to the other party for punitive, exemplary, consequential, indirect or special damages, in each case, except to the extent such damages result from an award of damages in a third party claim.

This Section is the parties sole recourse for any dispute resolution and the parties waive the right to seek relief from a court of competent jurisdiction, unless otherwise required by law

SECTION 11 MISCELLANEOUS

11.1 Notices. All notices or other communication required under this Agreement shall be in writing (which may be electronic) and shall be deemed delivered when delivered personally or by e-mail, one day after delivery by commercial overnight delivery service, or if mailed, five days after the date of mailing.

11.2 Amendment. Except as may otherwise be set forth in this Agreement, this Agreement may be amended only by both parties agreeing to the amendment in writing and complying with any and all notice and/or approval requirements of the insurance laws of the state in which United is domiciled

11.3 Assignment; Subcontracting; Successors and Permitted Assigns. Neither United nor Vendor may assign its rights or responsibilities under this Agreement without the prior written consent of the other party, with the exception that United may assign its rights and responsibilities under this Agreement to an affiliate. With respect to any assignment of this Agreement, the parties shall comply with any and all notice or approval requirements of the insurance laws of the state in which United is domiciled. To the extent permitted by law, Vendor shall have the right to subcontract all or a portion of its obligations to any third party or affiliate; provided, however, that (a) Vendor shall be responsible to United for those duties to the same extent that it would have been responsible without the use of an affiliate or subcontractor, and (b) Vendor will ensure that its affiliates and subcontractors comply with all the terms of this Agreement, including, without limitation, the obligation to perform the services hereunder in compliance with all applicable laws and regulations. To the extent required by any regulatory agency governing any Medicare or Medicaid or other governmental benefit plans (or as may be set forth in an Appendix) or any accrediting agency, Vendor shall provide notice to United and/or obtain consent, prior to any subcontracting of any of its responsibilities under this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be specifically enforceable by and against the parties and their respective successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties hereto any rights, remedies or claims under or with respect to this Agreement.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which United is domiciled without regard to the conflicts of laws provisions thereof.

11.5 Entire Agreement; Counterparts. This Agreement, which incorporates all exhibits, attachments, addenda, and appendices, constitutes the entire agreement between the parties in regard to the subject matter contained in this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter contained in this Agreement. In the event of a conflict between the provisions of the main body of this Agreement and an Appendix or an exhibit, the terms of the applicable Appendix or exhibit will control. The headings and titles within this Agreement are for convenience only and are not part of the Agreement. This Agreement may be executed in any number of counterparts,

each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument..

11.6 Marketing; Advertising; Use of Names and Trademarks. During the term of this Agreement, the parties shall have the right to designate and make public reference to the other party by name in an accurate and factual manner, as the company providing, managing and/or arranging for the provision of Services. Vendor and United shall not otherwise use the other party's name, trademarks, or service marks without prior written approval. The parties mutually agree to provide, at a minimum, forty-eight (48) hours advance notice and opportunity to comment on all press releases, advertisements or other media statements and communications regarding this Agreement, the Services or the business relationship between the parties. Vendor shall obtain United's consent prior to any publication or use of such materials or communications. Notwithstanding the foregoing, if Vendor wishes to make a press release, advertisement or other media statement or communication that requires prior approval of a state or federal regulator, United shall be responsible for seeking such approval in a timely manner and Vendor agrees it will not proceed with the statement or communication until the required approval is obtained. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials.

11.7 Excluded Individuals. Neither Vendor nor United shall employ or contract any individual or entity (a) excluded from participation in Medicare or a state health care program or (b) any entity that employs or contracts with such an individual or entity to provide services under this Agreement.

11.8 Non-waiver. The failure of either party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy. Nothing in this Agreement shall be considered waived by either party unless the party claiming the waiver receives the waiver in writing signed by an authorized signatory. A waiver of one right, remedy or strict observation or performance of a provision does not constitute a waiver of any other.

11.9 Relationship Between Parties. The relationship between the parties to this Agreement is solely that of independent contractors. Nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, joint venture, association or any other form of separate legal entity or organization.

11.10 Survival of Terms. Any provisions of this Agreement including any attachments hereto, that, by their nature, extend beyond the expiration or termination of this Agreement shall survive the termination of this Agreement and shall remain in effect until all such obligations are satisfied.

11.11 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto and no third parties shall have any rights hereunder or interest herein except as explicitly provided herein.

11.12 Force Majeure. The obligations of a party under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God; war; riot; invasion; acts of a foreign enemy; terrorist action; weather-related disaster and governmental action. A party claiming suspension under this Section shall use its best efforts to resume performance as soon as possible.


11.13 Arm’s Length Negotiations. The parties acknowledge that the terms of this Agreement are fair and reasonable, were negotiated at arm’s length, and that the parties were given ample opportunity to review and consider this Agreement prior to execution.

11.14 Offshoring. To the extent mandated by law, contract or the applicable regulatory agency, United will notify Vendor of any requirements or restrictions for Vendor performing any of the Services outside of the United States. Vendor shall comply with such requirements or restrictions.

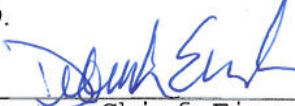
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INGENIX, INC.

By: 
Print Name: Gerald Knutson
Title: Chief Financial Officer

UNITEDHEALTHCARE OF KENTUCKY,
LTD.

By: 
Print Name: Chief Financial Officer
Title: Deborah English