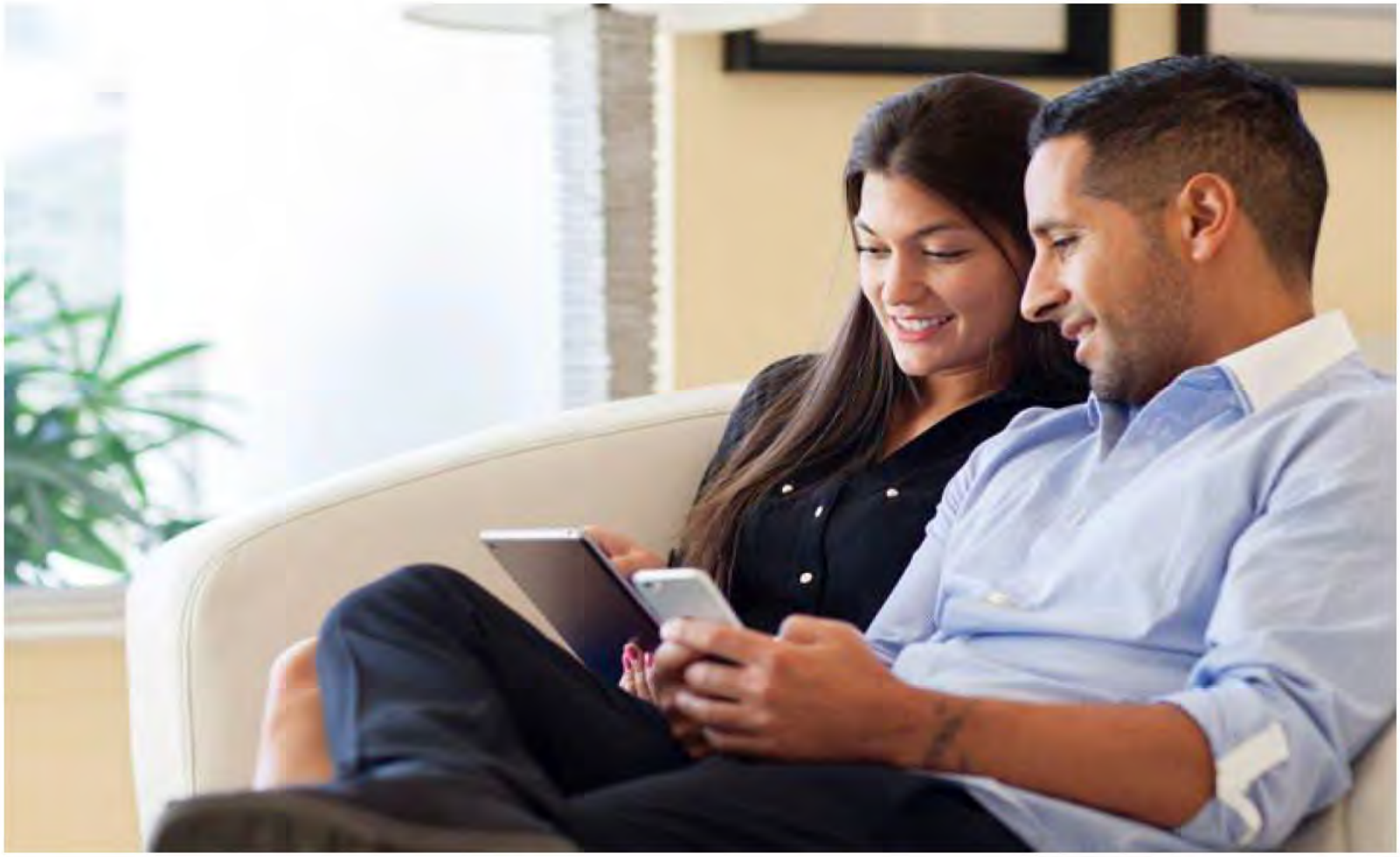
Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 1 – Master Agreement / Signature Form

RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

jeff.gilson@optum.com

TAB 1
MASTER AGREEMENT / SIGNATURE FORM

Optum requests that the final terms of the agreement between the parties will be supplemented by an additional agreement between Vendor and purchasing agency. Many of the contract terms provided with this RFP do not include the operational details customarily contained in an agreement applicable to the products and services that Optum provides. Please review the sample Administrative Services Agreement we've included below. Optum will negotiate with NCPA, if necessary, and the purchasing agency in good faith to customize the agreement between the parties for the solution contemplated by this proposal that will be mutually agreeable to the parties, including negotiating NCPA's proposed General Terms and Conditions that are contained in the RFP. When finalized, the agreement, which reflects the agreement reached by the parties, will be the controlling document.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between **Optum Entity** (“Optum”) and **Primary Counterparty** (“Customer”) is effective as of Agreement Start Date (Domestic) (“Effective Date”). This Agreement covers the services Optum is providing to Customer, either directly or in conjunction with one of Optum’s affiliates.

1. Definitions

When these terms are capitalized in the Agreement, singular or plural, they have the below meanings.

Employee: A current or former employee of Customer or an affiliated employer.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information Optum receives or provides on behalf of the Plan which is considered Protected Health Information as defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, “HIPAA”) and American Recovery and Reinvestment Act (“ARRA”), as each is amended from time to time.

Plan: The provisions of the plan of employee benefits to which this Agreement applies.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated by the terms governing the Plan who is responsible for the Plan’s operation.

Plan Document(s): Documents provided to Participants from the Plan Administrator that describe either: the Services under Agreement; eligibility requirements for participation and benefits offered under the Plan; or any other similar information.

Services: Collectively, the products and services Optum provides and performs pursuant to this Agreement as set forth in **Exhibit A** attached hereto.

Tax: A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

2. Benefit Plan

2.1. Responsibility for the Plan, Plan Assets and Payment of Plan Benefits. Optum is not the Plan Administrator of the Plan. Any references in this Agreement, or elsewhere, to Optum “administering the Plan” are descriptive only and do not confer upon Optum anything beyond certain agreed upon administrative duties. Customer has the sole responsibility for all obligations of the Plan, the Plan Sponsor, and the Plan Administrator under ERISA and any other applicable laws and regulations, including but not limited to benefit design and preparation, distribution of Plan Documents, content and regulatory compliance of the Plan Documents. Customer shall have absolute authority with respect to any Plan assets, and Optum shall neither have discretion, nor be deemed to exercise any discretion, control or authority with respect to the disposition of any Plan assets. Customer agrees that it is responsible for making final determinations on all appeals. Customer shall document and notify Optum of each such decision.

2.2. Plan Consistent with the Agreement. Customer represents that Plan Documents are consistent with this Agreement. Customer will provide Optum with copies of Plan Documents or any communications describing Plan Documents prior to distributing these materials to Participants or third parties. Customer will amend Plan Documents or communications related thereto if Optum determines that references to Optum are not accurate, or a Plan provision is not consistent with this Agreement or the Services. Customer shall be responsible for printing, maintaining a supply of and distributing to Participants, within

a reasonable period of time before coverage begins, the Plan Documents and all other information and forms necessary for Participants' enrollment and continued eligibility for Services.

2.3. Plan Changes. Customer will provide Optum with notice of any changes to the Plan and/or Plan Documents within a reasonable period of time prior to the effective date of the change. Optum will notify Customer if: (i) the change increases Optum's cost of providing Services which would result in an increase in fees; or if in Optum's discretion it is unable to implement or administer the change. If the parties cannot agree to a new fee within thirty (30) days of the notice of the new fee, or if Optum notifies Customer that Optum is unable to implement or administer the change, Optum shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon sixty (60) days written notice.

2.4. Affiliated Employers. Customer represents that, Customer and any of Customer's affiliates covered under the Plan make up a single "controlled group" as defined by ERISA. Upon request by Optum, Customer agrees to provide Optum with a list of Customer's affiliates under the Plan.

2.5. Compliance Responsibility. Customer is solely responsible for ensuring that the Plan design complies with all applicable provisions of the Code and any applicable federal, state, and local laws. Optum is responsible for ensuring that the Services are provided in a manner compliant with all applicable provisions of the Code and any applicable federal, state, and local laws.

2.6. Data in Electronic Format. Customer agrees that administrative, contribution and recordkeeping data shall be in an electronic format acceptable to Optum and will be updated as Optum requires. If the data is not submitted in an electronic format or if the format of the data requires additional translation, formatting or cleansing, Optum reserves the right to approve or refuse such submission and to charge additional data-handling fees as required.

3. Customer Responsibilities

3.1. Information Customer Provides to Optum. Customer, either directly or indirectly through its benefits broker or other agent(s) (each such benefits broker or agent an "Agent"), will provide Optum a complete and accurate list of all Participants in a timely manner. Customer will notify Optum of any Participant changes as soon as reasonably possible. Optum will accept eligibility data from Customer in a mutually agreed upon frequency and format. Deviations in format or frequency may result in additional fees. Customer agrees that it will not provide Optum eligibility data until after this Agreement along with the Business Associate Addendum attached hereto and incorporated herein by reference are active and in effect. Optum will be entitled to rely on the most current information in Optum's possession regarding eligibility of Participants. Optum will not be required to make retroactive eligibility changes, process or reprocess claims, but if Optum agrees to do so, additional fees may apply. Customer will provide Optum with any additional information reasonably requested by Optum.

3.2. Reliance on Data. Optum is not liable for any acts or omissions it makes in reliance on the direction or consent from an authorized representative or other Agent of Customer. Optum is not responsible or liable for any acts or omissions made in reliance on erroneous data provided by Customer or Agents, or the failure of Customer to perform its obligations under this Agreement. Customer understands that Optum cannot timely or accurately perform its duties under this Agreement without complete, accurate, and timely information and that Optum shall have no liability to Customer or any Participant as a consequence of incomplete, inaccurate, or untimely information provided to Optum by Customer or its Agents. Customer acknowledges that the timely provision of complete, accurate, and timely information in the format specified by Optum is essential to its delivery of services, and Customer is responsible for ensuring such timely and accurate data is delivered to Optum in Optum's approved format. Customer understands that an additional fee, and/or a recalculation of performance standards may be required if Optum is required to take corrective action as a result of such incomplete, inaccurate, or untimely information.

3.3. Authorizations, Data Integrity, and Disclosures. Customer is responsible for obtaining, prior to furnishing any data or information to Optum (either directly or indirectly through an Agent), any necessary permissions, consents, or releases, including entering into business associate agreements if required by applicable federal, state or local laws and/or regulations, to allow Customer to deliver Customer data to Optum and to allow Optum to use and disclose Customer data or Records (as defined in Section 8.1 below) as set forth under this Agreement or required by law, including without limitation, providing Customer data or Records to Customer's Agents. Optum shall not be responsible or liable for (a) errors in Customer data or data entry done by Customer or its Agents, or (b) errors in services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if the Optum errors resulted from errors in Customer's or Customer's Agents' input data, or from Customer's failure to comply with this Agreement. During and after the Term of this Agreement, Optum may use, reproduce, transfer and combine Customer data and any derivatives of that data for preparing commercially available normative and benchmark data and databases, and for internal and external research and analysis purposes.

3.4. Notices to Participants. In the event this Agreement terminates, Customer will notify all Participants that the Services Optum is providing under this Agreement are discontinued.

3.5. Providing Funds for Benefits. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants. Optum is not responsible for providing funds for Plan benefits even if Optum or an affiliate of Optum provides stop loss insurance to Customer. Customer shall comply with any regulatory obligations, including prompt pay requirements, as applicable.

3.6. Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

4. Services

4.1. Administrative Services. Optum will provide the administrative services described in **Exhibit A**.

4.2. Customer Reporting Services. Optum will provide standard summaries of program activities to Customer as part of the Services. Optum reserves the right, from time to time, to change the content, format and/or type of its reports. Ad-hoc and non-standard reporting shall be agreed upon by the parties and may be subject to additional fees.

5. Service Fees

5.1. Service Fees. Customer will pay Optum fees for the Services as set forth in **Exhibit A** of this Agreement. In addition to the Service fees specified in **Exhibit A**, Customer must also pay Optum any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties. If Customer delegates payment of Services fees to an Agent, it remains Customer's obligation to pay Optum, and payment to an Agent will not relieve Customer of that obligation in the event an Agent fails to pay Optum or a payment is untimely. Fees for Services are payable for the entire plan year, regardless of an Employee's employment status, or unless otherwise agreed upon.

5.2. Changes in Service Fees. Optum reserves the right to change the Service fees set forth in any Fee Schedule upon sixty (60) days prior written notice. If applicable, Optum will provide Customer with a new **Exhibit A** reflecting the revised Service fees that will replace the existing **Exhibit A**. If Customer objects to a change in Service fees, Customer may terminate this Agreement by providing written notice to Optum within ninety (90) days after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect and during post-termination transition services.

5.3. Payments. Optum will bill Customer on a monthly basis for the actual or estimated fees Customer owes. In these cases, the amounts owed are due and payable on the due date shown on the bill.

5.4. Penalties. If Service fees are not paid within ten (10) days after their due date ("Grace Period"), Customer will pay Optum interest on the fees owed at the interest rate of one percent (1%) for each thirty (30) day period or portion thereof for any outstanding balance. Optum-billed Customers will be charged accrued interest in their next month's bill. Optum's decision to provide Customer with a Grace Period will be based on Optum's assessment of Customer's financial condition, as of the Effective Date, and Customer's compliance with material financial obligations. If Optum determines that Customer's financial condition has deteriorated, or Customer fails to comply with the material financial obligations specified in this Agreement, Optum may remove the Grace Period upon notice to Customer and charge interest on payments not received after the due date and/or terminate the Agreement. Customer agrees to promptly reimburse Optum for any collection costs Optum incurs.

5.5. Reconciliation. Optum may periodically reconcile the total amounts Customer has paid with the total amounts Customer owes Optum. If the reconciliation indicates that Optum owes Customer money, Customer's next payment will be credited. If the reconciliation indicates that Customer owes Optum money, Optum will invoice Customer for the amount due.

6. Term of the Agreement

6.1. Term. This Agreement will commence on the Effective Date and continue for a sixty month period ("Initial Term"). The Agreement will auto-renew after the Initial Term for additional one (1) year periods (each such renewal, a "Renewal Term") unless and until this Agreement is terminated. The Initial Term and each subsequent Renewal Term are referred to herein as (the "Term").

6.2. Services End. Services under this Agreement stop on the date this Agreement terminates, regardless of the date claims are incurred. If Optum agrees to continue providing certain services beyond the termination date, those services will be governed by the terms of this Agreement.

7. Termination

7.1. Termination Events. This Agreement will terminate under the following circumstances: (i) the Plan terminates; (ii) either party may terminate this Agreement by providing written notice at least 90 days prior to the end of the Initial Term or any subsequent Renewal Term; (iii) Optum gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed Optum when due under the terms of this Agreement; (iv) Customer fails to provide the required funds for payment of claims under the terms of this Agreement; (v) a party elects to terminate because the other party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the failure to provide sufficient funds with which to pay claims, and does not correct the breach within thirty (30) days after being notified in writing; (vi) any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or Optum and such penalty is based on the Services specified in this Agreement, or (vii) as otherwise specified in this Agreement. In a Section 7.1(vi) event, the impacted party may immediately discontinue the Agreement's application in such state or jurisdiction and the Agreement will continue to apply in all other states or jurisdictions or terminate the entire agreement. In all circumstances, notice shall be given to the other party when reasonably practical.

7.2. Run-Out Period. If the Agreement is terminated at the end of the plan year, Optum will, for the ninety (90) day period immediately following the date of termination ("Run-Out Period"), continue to administer claims for expenses incurred in the previous year in the manner described in this Agreement. If the Agreement is terminated mid-plan year, Optum will, for the ninety (90) day period following the date of

termination, facilitate the conversion to Customer's new administrator ("Conversion Period"). Upon expiration of the Run-Out Period or Conversion Period, all obligations of Optum to administer claims or perform any other services under this Agreement shall cease. No run-out services shall be performed for Continuation Coverage Services accounts, if applicable. Customer shall pay the fees associated with services as listed in the Fee Schedule.

7.3. Post-Termination Transition Services. When the Agreement is terminated the parties may agree upon any transition services required and fees to Optum for such transition services.

8. Records, Information, Audits

8.1. Records. Optum will keep records relating to the Services provided under this Agreement ("Records") for the later of Optum's record retention policy or requirements under applicable law.

8.2. Audits. During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable independent auditor may audit Optum Records once each calendar year. Customer must provide sixty (60) days prior written notice to Optum of Customer's intent to audit. The scope, place, time, duration, and frequency of each audit must be agreed to by Optum. All auditors sign confidentiality agreements prior to conducting such audits. Audits will be limited to Records relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year and be performed during normal business hours in accordance with generally accepted auditing procedures. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses Optum incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by Optum. Customer will provide Optum with a copy of all audit reports within ten (10) days after Customer receives the audit report(s).

8.3. Confidential Information. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating this Agreement it may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Optum's Confidential Information shall include, without limitation, the terms of this Agreement, financial information, employee information, information regarding products, marketing plans, business plans, customer names and lists, software and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets, reports generated by or for Optum, Optum's methods of database creation, and Optum's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business, and information regarding Customer's premiums and claims data. Confidential Information shall not include PHI, which is subject to the Business Associate Addendum attached hereto. This provision shall survive the termination of this Agreement. Each party agrees that: (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; and (d) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, 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. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party, or certify as destroyed, all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than one archival copy. Each party agrees to notify the other party if it becomes aware

of any unauthorized use or disclosure of the other party's Confidential Information. If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure. Nothing in this Agreement shall be construed to restrict disclosure or use of information that was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; is or becomes generally known to the public without violation of this Agreement; is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or is independently developed by the receiving party without reference to the other party's Confidential Information.

8.4. PHI. The parties will comply with all applicable requirements set forth in HIPAA and ARRA. Their obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement and incorporated herein by reference as **Exhibit B**.

9. Representations and Warranties.

9.1. Customer Representations and Warranties. Customer represents and warrants that: (i) Customer has the requisite authority to execute, deliver and perform this Agreement; (ii) no contractual obligations exist that would prevent Customer from entering into this Agreement; (iii) Customer and its Affiliates have all material licenses and permits from all applicable regulatory authorities required for them to lawfully perform their obligations as set forth in this Agreement and the Exhibits attached hereto; and (iv) Customer has the legal right to use all trademarks, service marks or other intellectual property that Customer uses in connection with its business.

9.2. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE APPLICABLE EXHIBITS, Optum AND CUSTOMER MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OPTUM'S AND CUSTOMER'S OBLIGATIONS SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS OF SECTION 10.3 OF THIS AGREEMENT.

10. Indemnification and Liability

10.1. Indemnification by Optum. Optum will indemnify Customer and hold Customer, its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, penalties, fines, costs, damages (including Taxes), and related costs and expenses, that Customer may incur, including reasonable attorneys' fees and costs (collectively "Losses"), arising as a result of a third party claim to the extent such Losses are directly caused by: (i) the gross negligence or willful misconduct of Optum or its vendors, subcontractors, and representatives in the performance of their obligations under this Agreement; or (ii) Optum's material breach of this Agreement. Notwithstanding the foregoing, Customer will remain solely responsible for payment of all Plan benefits and Optum's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits.

10.2. Indemnification by Customer. Customer will indemnify Optum and hold Optum, its officers, directors, employees, agents, successors and assigns harmless from and against any and all Losses arising as a result of a third party claim to the extent such Losses are directly caused by: (i) the gross negligence or willful misconduct of Customer or Customer's vendors, subcontractors, and representatives in the performance of their obligations under this Agreement; or (ii) Customer's material breach of this Agreement.

10.3. LIABILITY. EACH PARTIES' AGGREGATE LIABILITY TO EACH OTHER IN ACTIONS BETWEEN THE PARTIES BROUGHT UNDER THIS AGREEMENT OR ANY ATTACHMENT HERETO SHALL NOT EXCEED THE TOTAL MONTHLY FEE CUSTOMER HAS PAID OR OWES OPTUM PURSUANT TO THIS AGREEMENT OR EACH

RESPECTIVE SCHEDULE AS APPLICABLE TO WHICH THE INCIDENT PERTAINS FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE CAUSE OF ACTION. NEITHER PARTY, REGARDLESS OF THE CAUSE, SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOST BUSINESS OPPORTUNITIES, WHETHER OR NOT THE OTHER PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE, THE LIMITATIONS STATED ABOVE DO NOT APPLY TO THE EXTENT SUCH LIABILITY IS DIRECTLY ARISING FROM: (A) A BREACH OF CONFIDENTIALITY OBLIGATIONS; (B) AN OBLIGATION OF INDEMNIFICATION; (C) ANY INFRINGEMENT CLAIM OR ACTION; (D) VIOLATION OF LAW, INCLUDING BUT NOT LIMITED TO A HIPAA BREACH; AND/OR (E) CUSTOMER'S LIABILITY TO OPTUM FOR FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR ANY ATTACHMENT HERETO.

10.4. Indemnification Procedures. The indemnification obligations in Sections 10.1 and 10.2 herein are subject to the indemnified party (Indemnified Party): (a) notifying the indemnifying party (Indemnifying Party) promptly and in writing of the Loss, although the failure or delay to so notify by the Indemnified Party will not relieve the Indemnifying Party of its obligations under Section 10 of this Agreement so long as the failure or delay does not prejudice the defense of such claim; (b) providing reasonable assistance in defending the claim; and (c) consenting to the Indemnifying Party's sole authority to defend or settle such claim, provided that the Indemnifying Party will not agree to any stipulation, admission, or acknowledgement of fault, guilt, wrongdoing or liability on the part of the Indemnified Party without the Indemnified Party's prior written consent. An indemnified party may not assert any claims against the Indemnifying Party more than two (2) years after the expiration or termination of this Agreement

10.5. Insurance. During the term of this Agreement, Optum shall maintain in effect commercial general liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 aggregate and professional liability insurance coverage in the amount of $5,000,000 per occurrence and $5,000,000 aggregate.

11. Disputes. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

12. Customer Obligations

12.1. FSA, RRA, HRA, HSA On Demand and/or Lifestyle account Services. If FSA, RRA, HRA, HSA On Demand and/or Lifestyle Account Services are listed in **Exhibit A**, Customer shall provide Optum with contribution amounts allocated to each Participant.

12.1.1. Participant Accounts. Optum will establish Participant accounts for each Participant for whom it receives complete enrollment information. Optum is not responsible for determining if such Participants are eligible under the terms of the Services.

12.2. Transportation Services. If transportation services are listed in **Exhibit A**:

12.2.1. Customer shall provide Optum with contribution amounts allocated to each Participant.

12.2.2. Optum will notify Customer in writing by facsimile or electronically of the dollar amount of transportation claims processed for payment on a pre-arranged, periodic basis. Claim processing reports will be provided to Customer, if requested.

12.2.3. Liability for and payment of all transportation reimbursement claims shall be the responsibility of Customer and in no event shall Optum be responsible for any such claims and costs. If Customer does not remit funds to Optum's transportation reimbursement account prior to the time Participant reimbursements are required to be made, Optum reserves the right to immediately suspend reimbursements and terminate Customer's right to use direct deposit as a method of Participant reimbursement. Optum's right to terminate use of direct deposit is in addition to any rights granted to Optum in the Agreement.

12.2.4. Administration and Recordkeeping.

12.2.4.1. **Enrollment**. Optum will allow eligible employees to elect transportation benefits through its web portal or Customer Service Center. Optum is not responsible for determining if employees are eligible under the terms of the Plan. It is the Customer's responsibility to determine which employees are eligible for the commuter benefit and to only send Optum enrollment data for such eligible employees. Optum shall not be responsible for the provision of Services to any ineligible employee for which enrollment data is sent by Customer. Customer shall reimburse Optum for any such erroneously enrolled members at the standard negotiated PPPM rate.

12.2.4.2. **Payroll Deductions**. Customer agrees to establish a pre-tax and post-tax payroll deduction for the Plan. Within seven (7) business days after the monthly benefit election cut-off date, Optum will provide Customer with a monthly payroll deduction file showing the amount of the pre-tax and post-tax elections for each employee who elected benefits for that month and the cost associated with any active cards.

12.2.4.3. **Transfer of Funds**. Customer agrees to advance benefit payments on behalf of the plan by transferring funds from its own general assets to Optum in an amount equal to the monthly benefits selected by the employees plus the cost associated with any active cards held by the participants. Optum will notify Customer of the monthly amount due within three (3) days of the monthly benefit election cut-off-date. Customer agrees to advance the funds to Optum within one (1) day of Optum's notification of the amount due. Customer will allow Optum to initiate such transfer via ACH EFT from Customer's designated bank account. If Customer offers a parking reimbursement account for employees, the funding of the reimbursement account will follow the process outlined in Section 12.3 of this Agreement.

12.2.4.4. **Election and Distribution of Commuter Benefits**.

12.2.4.4.1. **Elections**. Employees must select their commuter benefits for the following month by no later than the 10th calendar day of the preceding month. All elections must be entered by the 10th calendar day of the month and no changes or additions will be allowed after the 10th calendar day.

12.2.4.4.2. **Distribution**. Optum or its designated agent will purchase and mail directly to employees address of record on the Optum system 95% of all elected vouchers and fare media by the 23rd of the month and >99% by the 26th of the month. Optum will not be liable for late distribution where delivery was caused by transit agencies or voucher providers. For those participants who have elected direct payment of their parking providers, Optum or its designated agent will directly pay the parking garage on behalf of the participant.

12.2.4.5. Never Received or Lost Pass/Media Policy. Optum will replace at no cost one (1) lost pass per employee per year. Additional refund requests per employee will be charged to the Customer at the rate of $3.00 per return.

12.3. Funding.

12.3.1. Imprest Funding.

12.3.1.1. If FSA, RRA and/or HRA, Transit, Lifestyle Accounts, or HSA On Demand Services are listed in **Exhibit A** and customer is set up with an imprest banking model:

12.3.1.1.1. Optum will open and maintain a bank account (the "Bank Account") for the purpose of reimbursing claims and paying expenses and fees. Customer acknowledges that funds in the Bank Account may be aggregated with funds belonging to other customers at an omnibus level, provided, however, all recordkeeping is conducted on an individual company basis using sub-accounts, which results in the funding and payment of claims using only the Plan funds of the appropriate Customer.

12.3.1.1.2. Customer shall maintain a required minimum funding balance with Optum of expected claim activity, as determined by Optum. Optum shall have sole discretion to require Customer to: (i) transfer additional funds to the Bank Account; (ii) maintain a higher minimum balance in the Bank Account; (iii) change the frequency or timing of fund transfers into the Bank Account; or (iv) change the method of fund transfers into the Bank Account. Optum will periodically notify Customer of the amount due for reimbursing processed reimbursement claims and fees. Upon receiving such notice, Customer shall fund the Bank Account with the designated amount immediately but no later than within one business day. The Customer shall not provide Optum with plan assets to fund the Bank Account. The Bank Account must be funded with Customer's general assets and funding must be made before the start of the initial plan year.

12.3.1.1.3. Customer grants Optum the right to access information regarding the balance in Customer's corporate funding bank account. If Customer fails to comply with any material funding or financial obligations or if Optum determines Customer's financial condition has deteriorated, Customer authorizes Optum to initiate Automated Clearing House ("ACH") or wire transfers from Customer's corporate funding bank account to the Bank Account in an amount needed to pay for reimbursement claims processed and/or fees that are due to Optum.

12.3.1.1.4. If Customer does not fund the Bank Account with required amounts to maintain the minimum balance, Customer must immediately correct the deficiency and provide prompt notice to Optum of such correction. In the event that Customer fails to maintain the required minimum balance, Optum may, in its sole discretion (i) terminate the Agreement or the portion of the Agreement related to FSA and/or HRA services; (ii) suspend any or all Services; or (iii) stop payments on uncashed reimbursement checks.

12.3.1.1.5. Liability for and payment of all reimbursement claims, shall be the responsibility of Customer and in no event shall Optum be responsible for any such claims and costs.

12.3.1.1.6. When the Agreement terminates, the funding method set forth in Section 12.3.1 shall remain in place for a period of twelve (12) months following run-out to allow reimbursement checks to clear.

12.3.2. Unsubstantiated Claims/Ineligible Expenses. If a Participant is not able to substantiate a claim, or if payment for an expense is advanced through the debit card and subsequently deemed ineligible for reimbursement, Optum will offset against future contributions, and if necessary, attempt to collect these amounts from the Participant. Where Optum is unsuccessful, Customer will be responsible for collecting such amounts. Optum will make data available to the Customer that

identifies the employees and amounts to enable Customer to deduct an amount equal to the unsubstantiated or ineligible reimbursement from the Participant's paycheck or to add to the Participant's taxable wages, as allowed by state law.

12.3.3. Uncashed Checks. If a Participant's claim is issued by check and the funds associated with the check remain unclaimed at the end of the plan year following the plan year in which the claim was incurred, Optum will void the check and attempt to return the funds to the participant's account balance if allowed by the Plan. If the funds may not be returned to the participant's account balance, then the funds will be forfeited to the Plan.

12.4. Debit Card. If Customer has elected to receive Debit Cards:

12.4.1. Customer acknowledges and agrees that Participants will be subject to the terms and conditions of the cardholder agreement distributed with the Debit Card.

12.5. COBRA Services. If COBRA Services are listed in **Exhibit A**:

12.5.1. Customer shall notify Optum in writing of all of Customer's Plans with respect to which, Optum will provide COBRA-related services during implementation and services may not be administered until the information is provided. Customer shall provide Optum with timely notice of plan termination, amendment, or any other event that may affect a qualified beneficiary's right to COBRA or the type of benefits received or the contributions due under COBRA. Customer must: provide all required plan information, rules and rates; provide carrier contact information; provide complete member data via approved file for takeover accounts paid through to the Service start date; notify members of new COBRA Administration provider.

12.5.2. Customer shall provide Optum with notice of a qualifying event immediately, but no later than permitted by applicable laws and regulations. Customer shall provide Optum with any information requested relating to a qualifying event. Customer must: provide all required demographic and coverage information for COBRA eligible employees within 30 days of Qualifying Event using Optum's standard format; provide accurate and timely changes to data that will impact continuant coverage, or enrollment in any COBRA plans using standard layout; provide subsidy amounts to be applied when applicable; notify carrier vendors of original termination of benefits; rehires to be communicated within 30 days via file; review all reports submitted by Optum and notify Optum of errors as soon as possible, but no later than ninety (90) days after the action is taken or report is rendered; correct all errors in any data files or other materials provided by Optum or correct any action taken directly with a carrier or other third party.

12.5.3. Customer shall establish and notify Optum of the continuation contribution due under each Plan in which a qualified beneficiary has coverage, including immediate notification of any changes to any contributions for such coverage. Customer must provide Optum with written notice of changes to COBRA continuation contribution rates (a "Rate Change Notice") at least thirty (30) days prior to such rate change (the "Rate Change Notice Date"). In the event that Customer is unable to provide the Rate Change Notice before the Rate Change Notice Date, Customer acknowledges and agrees that it is responsible for the difference between the previous COBRA continuation contribution rate and the new COBRA continuation contribution rate until such time as the new COBRA continuation contribution rate is applied to the applicable qualified beneficiary. Customer must: notify Optum in writing of any changes in carriers and/or health plan(s) at least sixty (60) days prior to the effective date of the change; notify Optum in writing of any changes in premiums that shall apply at least sixty (60) days prior to the effective billing date of the new premium. Customer is responsible for creation and delivery of Open Enrollment materials, unless Customer opts to retain Optum for this service subject to the Optional Services Fees in the Fee Schedule.

12.5.4. Customer shall notify Optum within ten (10) business days after receiving notice from a qualified beneficiary that he or she has been determined to be disabled by the Social Security Administration or has been determined to no longer be disabled by the Social Security Administration pursuant to Title II or XVI of the Social Security Act.

12.5.5. Customer shall remain solely responsible for deciding any appeal.

12.6. Retiree and Direct Billing Services. COBRA, Retiree, and Direct Billing shall collectively be referred to as the "Continuation Services"). If Retiree and Direct-Billing Services is listed in **Exhibit A**:

12.6.1. Customer shall notify Optum in writing of all of Customer's Plans with respect to which, Optum will provide Continuation Services during implementation and services may not be administered until the information is provided. Customer shall provide Optum with timely notice of plan termination, amendment, or any other event that may affect a qualified beneficiary's right to continuation coverage or the type of benefits received or the contributions due under such continuation coverage. Customer must: provide all required plan information, rules and rates; provide carrier contact information; provide complete employee census information; notify members of new Continuation Services provider.

12.6.2. Customer shall provide Optum with notice of an enrollment in Continuation Services immediately, but no later than permitted by applicable laws and regulations. Customer must: provide all required demographic and coverage information for retiree and direct-billing eligible employees; provide accurate and timely changes to data that will impact participant coverage, or enrollment in any retiree-billing plans; provide subsidy amounts to be applied when applicable; provide all communications to carriers regarding coverage changes; communicate rehires within 30 days; notify Optum of any report corrections as soon as possible, but no later than ninety (90) days after the action is taken or report is rendered; correct all errors in any data, files or other materials provided by Optum or correct any action taken directly with a carrier or other third party.

12.6.3. Customer shall establish and notify Optum of the continuation contribution due under each Plan in which a qualified beneficiary has coverage, including immediate notification of any changes to any contributions for such coverage. Customer must provide Optum with written notice of changes to continuation contribution rates (a "Rate Change Notice") at least thirty (30) days prior to such rate change (the "Rate Change Notice Date"). In the event that Customer is unable to provide the Rate Change Notice before the Rate Change Notice Date, Customer acknowledges and agrees that it is responsible for the difference between the previous continuation contribution rate and the new continuation contribution rate until such time as the new continuation contribution rate is applied to the applicable qualified beneficiary. Customer must: notify Optum in writing of any changes in carriers and/or health plan(s) at least sixty (60) days prior to the effective date of the change; notify Optum in writing of any changes in premiums that shall apply at least sixty (60) days prior to the effective billing date of the new premium. Customer is responsible for creation and delivery of Open Enrollment materials, unless Customer opts to retain Optum for this service subject to the Optional Services Fees in the Fee Schedule.

12.6.4. Customer shall remain solely responsible for deciding any appeal.

13. Miscellaneous

13.1. Subcontractors. Optum can use subcontractors, including affiliates, to perform Services under this Agreement. Optum is responsible for their services to the same extent that Optum would have been had Optum performed the Services without the use of an affiliate or subcontractor.

13.2. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party, provided, however, that Optum may assign or transfer this Agreement to an entity controlling, controlled by, or under common control with Optum, or a purchaser of all or substantially all of Optum's assets, subject to notice to Customer.

13.3. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Maryland, except as to any applicable federal laws, without giving effect to the principles of conflicts of law thereof.

13.4. Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties about this subject matter.

13.5. Amendment. The parties agree that, from time to time during the Term, Optum may unilaterally amend the Agreement as it may determine, in its reasonable discretion, is necessary for the Agreement to comply with all applicable laws, rules and regulations (including without limitation, HIPAA and ARRA) by providing written notice of such Amendment to Customer (an "Amendment Notice"). Such Amendment shall be effective upon receipt of the Amendment Notice or such other date specified in the Amendment Notice. All other Amendments shall be by mutual written agreement of both parties, executed by a duly authorized person for each party.

13.6. Regulatory Filing. In the event that Customer is required to file this Agreement with any federal, state and local governmental authorities, Customer shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to this Agreement, Optum and Customer shall jointly discuss Customer's response to the governmental authority. In the event any federal, state or local governmental authority requires a change to this Agreement that either Optum or Customer deems to be material, either party may request renegotiation of the affected provisions of this Agreement.

13.7. Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

13.8. Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the individual designated as the company contact during Implementation with a copy sent to Optum Financial Service's General Counsel. Addresses may be changed by proper notice.

13.9. Use of Names. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants Optum permission to use Customer's name, logo, service marks, trademarks or other identifying information ("Customer Marks") for the limited purpose of including Customer Marks in its marketing literature and to the extent necessary for Optum to carry out its obligations under this Agreement. Customer represents that Customer Marks do not infringe the rights of others or inaccurately portray the Services or mislead Participants and are used by Customer in accordance with all applicable laws.

13.10. Force Majeure. When any obligation(s) of a party is/are prevented, frustrated, hindered or delayed as a result of a Force Majeure Event, then all such obligations (excluding payments due Optum due under this Agreement) impacted by the Force Majeure Event will be suspended for the duration of that Force Majeure Event and such party shall not be deemed to be in breach of fulfilling such obligation or any other

provision of this Agreement or any Exhibit or attachment to the Agreement affected by the Force Majeure Event. Neither party shall be liable for any effect or failure to perform or meet any of its obligations, performance, service levels, or for any damages or penalties caused or occasioned by the Force Majeure Event. The time of performance for such obligations shall be extended for a period of time equal to the time lost by reason of the Force Majeure Event, provided the party is exercising diligent efforts to resume its obligations. The term "Force Majeure Event" means any event or cause not reasonably within the control of the party claiming suspension, including, without limitation, nuclear or natural catastrophe, an act of God, weather-related disaster, hurricane, tornado, flood, fire, earthquake, accident, industrial disturbance, interruptions or malfunctions of computer facilities, disruption or outage of communications or computer (software or hardware) services, connectivity, internet, power, or other utility, any disruption, inability or shortage of supplies or delivery chains, labor, workforce, material, equipment or transportation, military, civil or regulatory disturbance, governmental action, war, riot, terrorism, sabotage, insurrection, disease, quarantine, epidemic, pandemic, embargos, and breakdown of equipment, whether similar or dissimilar to any of the foregoing. A party claiming a Force Majeure Event shall take reasonable steps to resume performance as soon as possible. Each party will maintain commercially reasonable business continuity and disaster recovery plans."

13.11. Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

13.12. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.

13.13. Survival of Terms. Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.

13.14. Construction. This Agreement is the result of negotiation by both parties, and, therefore, no claim shall be made to construe any portion of the Agreement against either party on the basis of such party's participation in the negotiating thereof.

13.15. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.16. Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the parties hereto and their affiliates and are not intended to confer upon any person except the parties hereto any rights or remedies herein.

13.17. Change in Custodian. Upon prior written notice to Customer, a new trustee may be substituted for the existing Custodian. Such substitution shall not alter the obligations of Optum or Customer under this Agreement.

13.18. Legal Advice. It is understood and agreed that the Services do not include and Optum will not provide, investment, Tax or legal advice. If the Customer requires legal or other expert advice, the Customer should consult its own legal counsel.

13.19. Improvements and Modification of Services. Optum reserves the right to upgrade, improve, modify or discontinue any Services provided or made available to Customer under this Agreement.

ACCEPTED AND AGREED:

Optum Entity		**Primary Counterparty**	
Billing Street		Billing Street	
Billing City, Billing State/Province Billing Zip/Postal Code		Billing City, Billing State/Province, Billing Zip/Postal Code	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Agreement Number: Agreement Number

EXHIBIT A – SERVICES

The following are the administrative services Optum has agreed to provide to Customer at the rates set forth herein.

Product Name	**Rate Type**	**Rate Period**	**Fee Rate***
Components Name / List	Rate Type	Rate Period	$Fee Rate
Product Name	**Rate Type**	**Rate Period**	**Fee***
Components Name / List	Rate Type	Rate Period	$Net Unit Price

In addition to any COBRA fee above, Optum retains 2% administrative fee on all COBRA premiums. If premiums are not paid to Optum for any reason, Customer agrees to pay Optum the 2% administrative fee for all active COBRA participants on a monthly basis (e.g., in the event that COBRA premiums are subsidized and participants are not required to pay premiums to continue coverage). Optum reserves the right to impose additional fees for communications, systems changes, or other work related to responding to legislative or regulatory changes to COBRA.

***Monthly Minimums. The following monthly minimums apply:**

$150.00 Minimum administrative fee for all health benefit account plans. Monthly minimum is waived if bundled with HSA.

$100.00 Minimum administrative fee for all commuter benefit plans.

$70.00 Minimum administrative fee for all Continuation Services (e.g., COBRA, Direct Bill).

Health Savings Account			
Service Category	**Fee Charged to Employee or Customer**	**Fee**	**Details**
HSA Monthly Maintenance	Customer	$Net Unit Price	Per account, $0 fee if monthly cash deposit balance exceeds $3,000.
Paper Statement	Employee	$1.50	Per statement, $0 fee if delivered electronically.
ATM	Employee	$2.50	In addition to Optum Bank's fee, the bank or ATM service the account holder uses to withdraw funds may charge an additional fee.
Account Closure/ Rollover/ Transfer	Employee	$20.00	This fee is incurred when the account holder requests their account to be closed and funds

			transferred to an external HSA custodian.
Health Savings Account Investment Account			
Monthly Investment Fee	Employee	0.03% of relevant investment balance.	
Digitally Managed Investment Fee	Employee	0.50% per year on relevant invested balance.	
Schwab Healthy Savings Brokerage Account	Employee	$0.00* * There is no monthly maintenance fee for Schwab HSBA, zero commissions, and no fee for online trades. Transaction fees apply to certain investments and for Broker-Assisted trades.	

Health Benefit Account Administration	
Service Category	**Fee**
Implementation Fee **Only applies if FSA/HRA are chosen. If total accounts are over 50 bundled accounts, fee does not apply**	$250
Annual Set-Up Fee **Only applies if FSA/HRA are chosen. If total accounts are over 50 bundled accounts, fee does not apply**	$100

Commuter Benefit Administration	
Service Category	**Fee**
Annual Set-Up Fee	$350

Additional terms and conditions with respect to the Services may be set forth in one or more Schedules to this **Exhibit A.**

Optional Services
(Selected by Customer during implementation or at any time during the Term of the Agreement)

Service	Fee
Health Benefit Account Administration	
Template RRA, HRA or Cafeteria Plan Master Plan Document and Summary Plan Description (SPD) for review by Customer's legal counsel	$250
Premium Only Plan (POP) Documents	$250
Amendments to Plan Document templates furnished by OHFS and for review by Customer's legal counsel	$250
For first set of cafeteria plan non-discrimination tests (key employee concentration and 55% average benefits test) per plan year Each subsequent set(s) of cafeteria plan non-discrimination test for same plan year	$350 $100
Attend employee meeting plus travel expenses Contiguous meetings at same location are available at $150 per meeting. Fee waived for meetings with >500 employees in attendance	$750 per day for in person enrollment meetings, no charge for virtual enrollment meetings
Run-out period after client has terminated services	Relevant product fee
Reformatting a file to meet Optum standard layout requirements	$500 per file
Non-standard programming	$150 per hour

Services	Fee
Continuation Coverage Administration	
General Notice of COBRA Continuation Rights - Ongoing	Included in standard service fee
General Notice of COBRA Continuation Rights - One-time renotification of current eligible population	$2.00 per notice
Woman's Health and Cancer Notice	$5.00 per notice
Open Enrollment Services	Tier 1 (Same packet for all participants) – max 10 pages: $10 per packet, including postage Tier 2 (Multiple packets for participant populations) – max 20 pages: $20 per packet, including postage For Tier 1 and Tier 2, $1 per page above stated maximum pages
Custom Development and Programming - includes, but not limited to: • Custom communications • Custom reporting • Additional ACA reporting requirements • Data correction/handling fee	$150 per hour
Reformatting a file to meet Optum standard layout requirements	$500 per file

One-time ACH or Credit Card Participant Payment	$20.00 convenience fee paid by participant per transaction

Schedule A-1 HSA Services

This Health Savings Account Enrollment and Contribution Schedule (the "HSA Exhibit") is entered into between Customer and Optum Financial, Inc., on behalf of its affiliate, Optum Bank, Inc., a Utah chartered FDIC insured financial institution, (the "Bank").

1. HSA Documentation. A deposit and custodial agreement (together with other HSA notices, disclosures or information as each may be in effect from time to time, the "HSA Documentation") between eligible employees who are approved by the Bank to establish an HSA ("Account Holders") and the Bank governs the rights and obligations of the Account Holder and Bank with regard to the HSA custodial services and nothing in the Agreement or this HSA Exhibit modifies or amends the terms of any HSA Documentation.

2. Contributions. Customer may forward payroll deduction contributions and other contributions to Bank in a manner and form acceptable to Bank. Bank shall have no liability for any payroll deduction files or funds not received by Bank or for any error in crediting contributions to HSAs in reliance on data provided by Customer. Customer's HSA contributions are non-forfeitable and subject to the rules restricting recoupment by employers.

3. Account Holder Employment Termination; Status as ERISA Plan. Customer shall notify Bank of an Account Holder's termination of employment or cessation of participation in Customer's high deductible health plan as soon as administratively feasible and in a manner acceptable to Bank and shall provide Bank with any other information requested by Bank from time to time to comply with applicable law. Customer shall advise Bank as soon as practicable in the event Customer have reason to believe that the HSAs may be subject to ERISA.

4. Representations, Warranties and Obligations. If Customer provide assistance in opening and administering HSAs, then Customer represents and warrants that Customer has been designated by each prospective Account Holder as their authorized agent and Customer: (i) has verified the identity and eligibility pursuant to Section 223 of the Code of each prospective Account Holder in accordance with applicable laws; (ii) has designed its benefits enrollment systems to prevent fraud in the enrollment process; (iii) will, for a period of seven (7) years, maintain records of (a) Customer's designation as authorized agent, (b) authorizations from each prospective Account Holder authorizing Customer to open and administer a HSA with Bank, (c) prospective Account Holder enrollments and debit card request, and (d) any other information and documents related to Customer opening and administering the HSA; and (iv) agree to take such actions or provide any information requested by the Bank in order to open and administer a HSA and comply with any statute, regulation or governmental mandate as deemed necessary and appropriate by Bank.

5. Patriot Act Notice. As authorized agent for each Account Holder, Customer hereby: (i) accepts the following Patriot Act Notice: **"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT — To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents"** and (ii) represents and warrants that Customer has provided each prospective Account Holder with the Patriot Act Notice during enrollment.

6. Request to Open Account. As an authorized agent with respect to each prospective Account Holder, Customer hereby requests that Bank open an HSA for and issue a debit card to each prospective Account Holder and Customer agrees that quarterly account statements related to each HSA shall be provided to each Account Holder electronically. Each Participant in the HSA must establish his or her own HSA with Optum. Optum will establish and maintain an HSA for all Participants who (1) provide all information required by Optum, (2) satisfies the identity verification requirements in accordance with Optum's Customer Identification Program, the Bank Secrecy Act, and the USA Patriot Act and its implementing regulations, (3) accepts and agrees to the HSA trust agreement and account terms and conditions (collectively, the "Custodial Agreement") and (4) maintains their HSA in accordance with the

account terms and conditions as set forth in the Custodial Agreement. Optum is not responsible for determining if such Participants are eligible under the terms of the program to open or contribute to an HSA.

7. Communications. Customer will provide the Bank a list of all personnel authorized by Customer to receive and furnish information under the Agreement and Customer hereby authorize Bank, without further review or verification, to honor or act upon any facsimile, electronic direction/data transmission, mail and other order, instruction, action or transmission from Customer or Customer's authorized personnel ("Employer Communication"). Until notified of a change, Optum may reasonably rely upon this information and may act upon instructions received from and/or on information provided by these named persons. Optum has the right to assume that those persons continue to be authorized unless notified otherwise in writing. Customer is responsible for the accuracy and completeness of any Employer Communication and Customer is solely responsible for any adverse consequences that may result from errors or inaccuracies within any Employer Communication. Bank will act within a reasonable time after receipt of any communication. Bank will not be liable for any loss of directions or data prior to receipt by Bank. Customer shall be responsible for all costs and expenses incurred by Bank for error correction undertaken by Bank as a result of an erroneous Employer Communication to Bank.

8. Limitation of Liability. Neither Optum nor the Bank will be responsible for claims, damages or liabilities resulting from: (i) acts or omissions based on instructions or directions received from Customer or Customer's agents, representatives or employees; or (ii) errors caused by incomplete, inaccurate or untimely information provided by Customer or Customer's agents, representatives or employees, or Customer's failure to perform its obligations as required by the Agreement and this HSA Exhibit. Section 10.1 of the Agreement shall not apply to the Bank or to services performed pursuant to this HSA Exhibit.

9. Mutual Fund Investments. In the event Customer elects to offer eligible Account Holders the ability to invest HSA funds, Customer acknowledges and agrees that: (a) the Bank is not a fiduciary in any capacity is not responsible for any mutual funds selected by its registered investment advisor or Customer; (b) the Bank will not provide any investment advice to any Account Holder; (c) the Bank has no duty to determine whether Account Holders are afforded a reasonable choice of investment options, monitor the mutual funds, or determine the suitability of such funds; (d) the Bank is under no obligation to substitute, replace and/or remove any mutual funds offered to Account Holders; (e) if the Bank has agreed in writing to allow Customer to select additional or alternative mutual funds, any such mutual funds consist of a subset of mutual fund investments offered under Customer's 401(k) plan.

10. Special Indemnification. Customer will be liable to and will defend, indemnify and hold harmless the Bank, its Affiliates and their respective officers, directors, employees, successors and permitted assigns from and against any and all liability, damages, costs, losses and expenses, penalties or excise Taxes, including attorneys' fees, disbursements and court costs, imposed upon or incurred by the Bank in connection with any threatened, pending, or adjudicated claim, demand, action, suit or proceeding arising in connection with any mutual fund added at Customer's request.

11. Fees. Bank will charge each Account Holder a monthly service fee. In the event Customer or Customer's designee pays the monthly service fee for an Account Holder, Customer shall continue to pay such fee on behalf of the Account Holder until the first of the month following thirty-one (31) calendar days after the date the Bank receives written notice that Customer will no longer pay such fees on behalf of the Account Holder. Unpaid fees will be charged by the Bank to each Account Holder's HSA.

12. Confidentiality and Privacy. All of the Bank's confidentiality obligations to an Account Holder are contained in the HSA Documentation. Confidential Information about an Account Holder that is provided to the Bank, by either the Account Holder, or Customer as an authorized agent, is provided pursuant to the HSA Documentation between Account Holders and the Bank. The Bank is not receiving Customer's Confidential Information pursuant to the Agreement or this HSA Exhibit. To the extent Customer receives information about HSAs and Account Holders from the Bank, Customer shall employ measures designed to ensure the security and confidentiality of Account Holder information in connection with the HSAs and Account Holders, protect against reasonably foreseeable threats or

hazards to the security or integrity of such information, protect against unauthorized access to or use of such information and ensure the proper disposal of Account Holder information. Customer understands that Bank is not a "covered entity", "business associate" or "plan sponsor" as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, and the amendments and regulations related thereto.

13. Termination. Either party hereto may terminate the services described in this HSA Exhibit at any time upon ninety (90) days prior written notice. Bank may terminate the services described in this HSA Exhibit immediately if at any time Customer fails to comply with any of its material obligations, Customer is appointed a receiver, a general assignment is made for the benefit of Customer's creditors, a bankruptcy proceeding has been commenced, or any representation made or information provided is false or misleading in any material respect when made or provided. Termination of this HSA Exhibit or the Agreement will not terminate Bank's provision of services to Account Holders.

14. Amendments. The Bank may unilaterally amend the Agreement as it may determine, in its reasonable discretion, is necessary for the HSA Exhibit to comply with applicable laws, rules and regulations (including without limitation, HIPAA) by providing written notice of such amendment to Customer (an "Amendment Notice"). Such amendment shall be effective upon receipt of the Amendment Notice or such other date specified in the Amendment Notice. All other amendments shall be by mutual written agreement by an authorized officer of each of the parties.

15. Regulatory Audits. Customer shall make its facilities, systems, personnel, and records, related to Customer's performance under this Agreement available for audit when required by applicable law or by state or federal bank regulatory authorities with jurisdiction over Bank.

16. Survival. The provisions of this Agreement that by their operation or effect apply after the expiration or termination of this Agreement will apply after such expiration or termination, including but not limited to Sections 5, 7, 8, 10, 11, 13, 15, 16 and 17.

17. Governing Law. The Bank is chartered and located in the State of Utah and as such, the HSAs are governed by Utah laws and regulations. Accordingly, this HSA Exhibit shall be governed by laws of the state of Utah without giving effect to its conflicts of law provisions.

18. Single Sign on Access. Customer may request that Bank develop a process to effect single sign-on access to allow HSA Account Holder access to their HSA as well as the ability to effect transactions within their HSA once logged into Customer's health care benefit portal ("Website") without having to input an additional separate password or take security steps separate from that required by the Website ("SSO"). Customer agrees to pay Bank an additional fee to implement SSO, which shall be mutually agreed to by the parties. Customer agrees that Bank shall retain the right to terminate, revoke, suspend, disable, or otherwise cease SSO access at any time at the Bank's sole discretion, without notice. Without limiting the foregoing, the Bank may, without notice, suspend or terminate SSO access to one or more Account Holder or to Customer for purposes of and to allow the Bank to test, shield, or mitigate suspected fraud or data security risks.

The SSO is not an essential purpose of HSA. Access to SSO is dependent on technology beyond the control of Bank, including but not limited to computer systems, computer equipment and third-party services with which the Bank may not have a direct contractual relationship. Bank continuously monitors the working condition of its computer systems and servers, and third-party providers and is committed to attempting to resolve any issues that may arise. Customer understands, and has informed its employees that Bank is not liable and is not responsible for any interoperability or connectivity which may be terminated either temporarily or permanently. Furthermore, Bank has no commitments to ensuring the working condition of the SSO.

The SSO is controlled from and operated by the Bank in its offices in the United States. The Bank makes no representations that the SSO is appropriate or available for use in any specific location. Those who access or use the SSO do so at their own risk of their own volition and are entirely responsible for all unauthorized access.

Customer shall ensure that Account Holder not share any SSO password and protect and secure it for reasons other than its intended purpose. Customer is responsible for maintaining the security of its computer equipment and account access passwords, and will use reasonable efforts to prevent any unauthorized use of the SSO. Customer is responsible for all individuals who access the SSO through Customer's computer systems including those who are not authorized. Customer agrees to immediately notify Bank in writing of any and all unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the SSO directly or indirectly through Customer or Customer's systems or servers, then Customer will take all steps necessary to terminate the unauthorized use. Customer is and will be responsible and liable for all activity conducted through its users' accounts. Customer will cooperate and assist with any actions taken by Bank to prevent or terminate unauthorized use of the SSO.

Notwithstanding any term in the Agreement and to the maximum extent permitted by applicable law, if Bank grants HSA Account Holder single sign-on access to the Bank's systems via the Website provided or made available by Customer, Customer agrees to indemnify, defend and hold harmless the Bank, its officers, directors, employees, agents affiliates and contractors from and against all loss, liabilities, demands, claims, actions, and expenses (including, without limitation, any attorney fees and Taxes) arising out of, or in connection with: (i) unauthorized access to or use of the SSO, the Bank's servers, systems or other computer equipment or any and all information stored therein, specifically including non-public personal information and any password and login information whether used for the SSO or any other computer system or account with like login and password; (ii) any party gaining unauthorized access to a Bank account and/or any unauthorized transactions occurring as a result of or attributable to the SSO; (iii) interruption or cessation of transmission to or from the SSO; (iv) any viruses, hacks or attacks of any nature, including but not limited to bugs, Trojan horses, malware, or the like that may be transmitted to or through the SSO from any source whatsoever; and (v) information, errors, mistakes, or inaccuracies of content of the SSO.

20. Compliance Responsibility. Customer is solely responsible for ensuring that the HSA complies with all applicable provisions of the Code and any applicable federal, state, and local laws governing the HSA. Optum is responsible for ensuring that the Services are provided in a manner compliant with all applicable provisions of the Code and any applicable federal, state, and local laws governing the Services.

21. HSA On Demand. If HSA On Demand is offered by Customer, HSA On Demand accelerates the availability of future scheduled HSA contributions automatically to cover expenses incurred by eligible Participants, regardless of how they are submitted. If reimbursement request is presented that exceeds the existing HSA balance, an HSA On Demand acceleration occurs to pay the reimbursement. HSA On Demand Participants cannot access the acceleration if there is no reimbursement requested. HSA On Demand accelerations are available only after a Participant has depleted his or her entire HSA account balance, including the invested balance. The Participant is required to liquidate any investment and before HSA On Demand will be activated. If there are any existing investments, the Participant's HSA On Demand is "frozen," and will be only be converted to "active" status once the investments are liquidated. HSA On Demand requires use of the imprest banking model pursuant to Section 12.3 of the Agreement. Optum manages the HSA contributions, determining which portions are deposited into the HSA account and which are used to pay back any HSA On Demand acceleration to Customer. Optum remits to Customer any HSA On Demand amounts that have been paid, which appears as a credit.

EXHIBIT B – BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA") is incorporated into and made part of the Agreement by and between Optum, on behalf of itself and its subsidiaries and affiliates ("Business Associate"), and Customer ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

1. DEFINITIONS

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

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

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

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

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

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE. With regard to its use and/or disclosure of PHI, Business Associate agrees to:

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

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

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

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to

Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

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

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

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

2.7(b) after receiving a written request from an Individual, promptly make available to the Individual information necessary for an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. § 164.528.

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

2.8(b) provide prompt access to an Individual after receiving a written request from such Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

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

2.9(b) to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, promptly make available, after a written request by an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. <u>RESPONSIBILITIES OF COVERED ENTITY.</u> Covered Entity:

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

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

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

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

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

4. PERMITTED USES AND DISCLOSURES OF PHI. Business Associate may:

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

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

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

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

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

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

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

5. TERMINATION

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

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

6. MISCELLANEOUS The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 2, 3, 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $70 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Optum Financial, Inc.
Company Name

11000 Optum Circle
Address

Eden Prairie	Minnesota	55344
City	State	Zip

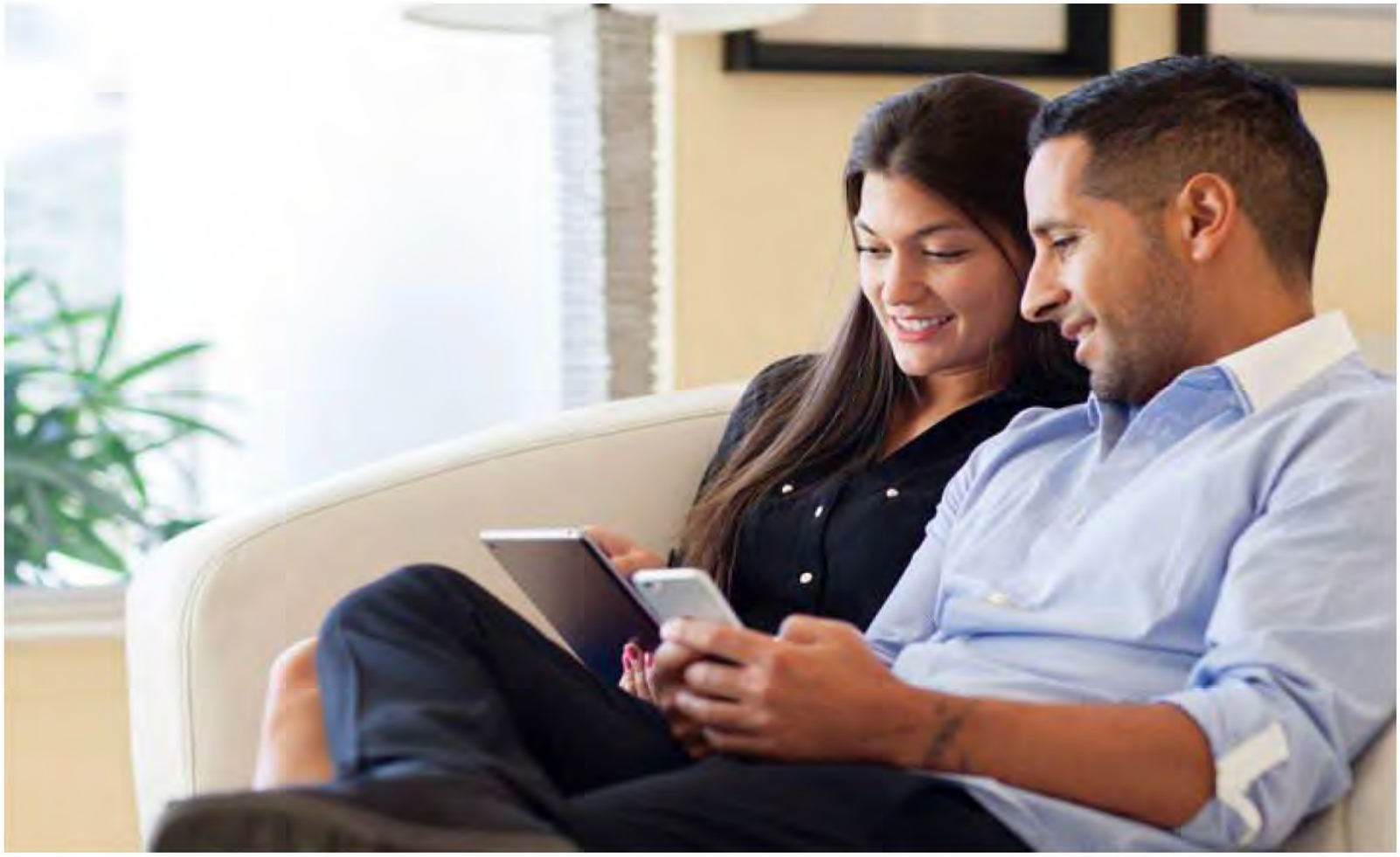
888-445-8745	952-917-7878
Telephone Number	Fax Number

mark.johns@optum.com
Email Address

Mark W. Johns	Business Segment CFO
Printed Name	Position

Mark W Johns — November 17, 2022
Authorized Signature

Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 2 – NCPA Administration Agreement

RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

jeff.gilson@optum.com

TAB 2
NCPA ADMINISTRATION AGREEMENT

Optum requests that the final terms of the agreement between the parties will be supplemented by an additional agreement between Vendor and purchasing agency. Many of the contract terms provided with this RFP do not include the operational details customarily contained in an agreement applicable to the products and services that Optum provides. Please review the sample Administrative Services Agreement we've included in Tab 1. Optum will negotiate with NCPA, if necessary, and the purchasing agency in good faith to customize the agreement between the parties for the solution contemplated by this proposal that will be mutually agreeable to the parties, including negotiating NCPA's proposed General Terms and Conditions that are contained in the RFP. When finalized, the reflects the agreement reached by the parties, will be the controlling document.

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Optum Financial, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 09-23, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HSA, FSA, DCFSA and other Lifestyle Financial Management Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

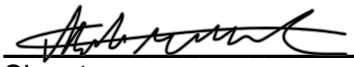
Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

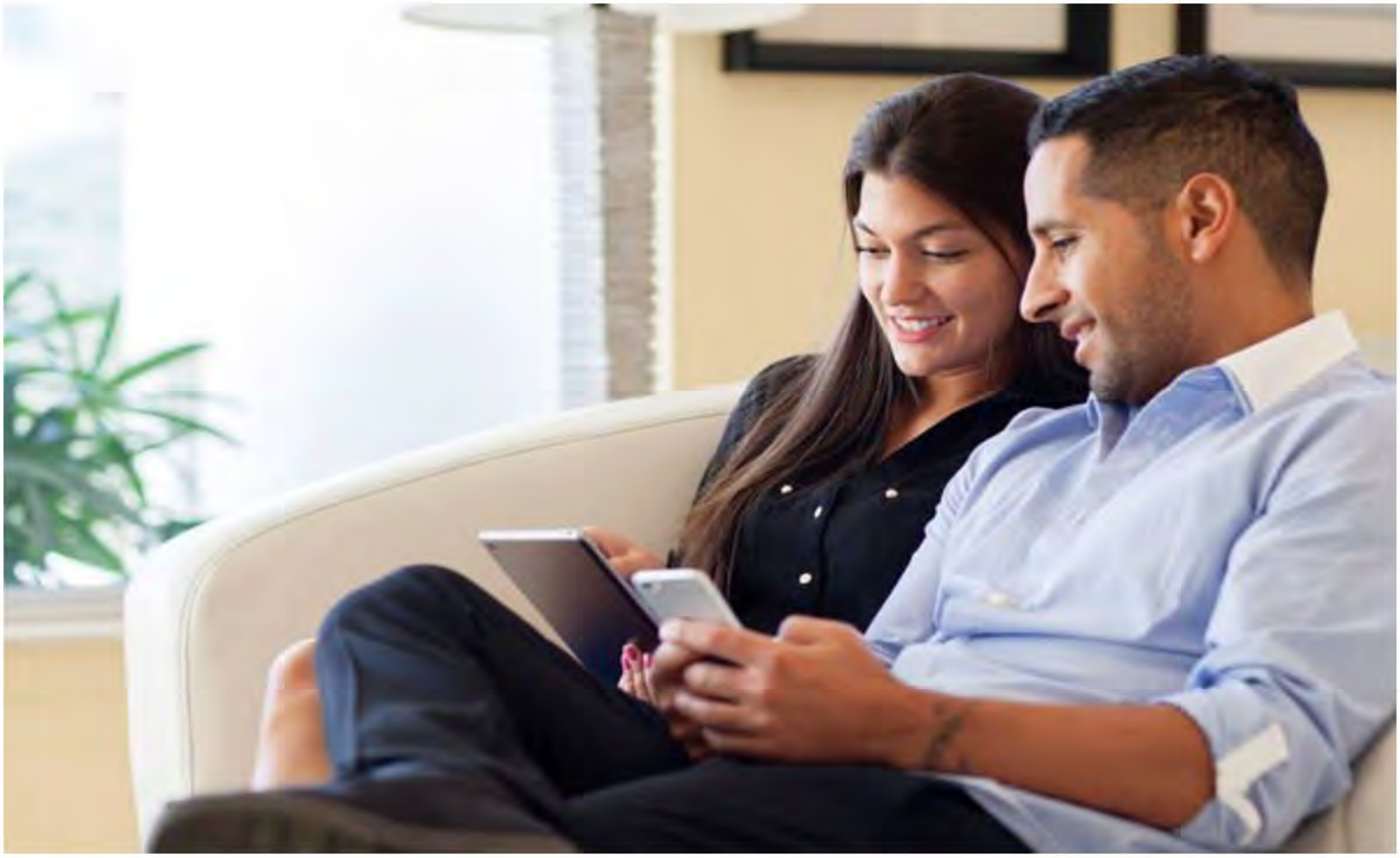
Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Optum Financial, Inc
Organization	Vendor Name
Matthew Mackel	Mark W. Johns
Name	Name
Director, Business Development	Business Segment CFO
Title	Title
PO Box 701273	11000 Optum Circle
Address	Address
Houston, TX 77270	Eden Prairie, MN 55344
Address	Address
	
Signature	Signature
December 1, 2022	December 14, 2022
Date	Date

Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 3 – Vendor Questionnaire
RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

jeff.gilson@optum.com

Optum Financial™

Executive Summary

Re: Request for Proposal – NCPA for HSA, FSA, DCFSA and other Lifestyle Financial Management Services

Dear NCPA and Region 14 ESC,

On behalf of Optum, we are pleased to offer our response in relation to the Health Savings Account (HSA) Flexible Spending Account (FSA) Dependent Care Flexible Spending Account (DCFSA) and other Lifestyle Financial Management Account Services. At Optum, we focus on improving lives through financial well-being and helping people lead healthier lives. Our proposed partnership solution meets your stated needs with a simple holistic experience for Public Agencies, and data-driven strategies that deliver quantified value for Public Agencies nationwide. We look forward to showing NCPA why Optum is the strategic partner that will address current and future needs of NCPA allowing for immediate and rapid growth.

Optum is unique as the only benefits account provider and bank that is owned by a healthcare company, which places us at the intersection of health and financial wellness. With a deep understanding of health care and finance, our partnership can bring guidance and support to public agencies to deliver the next generation of health savings solutions.

Through people, experience, processes, partnership, and advanced technology we see a realistic path to deliver purchasing efficiency with marketing strength that can help NCPA and your Public Agencies to enjoy reduced administrative and overhead costs. We will demonstrate that Optum brings the essential partners, expertise and tools that can combine with your expertise to create a solution that delivers results. For example:

- Strategic partnerships can bring NCPA valuable differentiation that is unique in the market. We own and control the industry's leading financial account platform to provide our customers with long-term flexibility and stability. Our ongoing investment of more than $40M annually in financial accounts R&D and education helps us remain the industry leader and innovator, driving some of the highest results in long-term health savings and investments. Moreover, we bring the right balance of automation and technology, and warm and caring professional service that brings satisfaction to employers and participants.

- Member communications is a differentiating strength that we will bring to NCPA and the Public Agencies. Our research has led us to the Health Finance Journey™ model of engagement that combines our knowledge of the social determinants of health and the buying behaviors of consumers. By informing our engagement strategy with scientific methods, we influence more people to consume health care more wisely resulting in lower costs for them and their plan sponsors, and higher balances in their tax- advantaged accounts.

Together, we can represent a new standard for how care is financed and paid for. One that creates shared value — and is built on shared values. Like NCPA, Optum Financial focuses on helping our customers and their employees become the very best stewards of their health and financial well-being.

We look forward to further discussion and partnership on this important and impactful state of the art purchasing program.

Jeff Gilson
Solution Sales Executive, Optum Financial
O 1-763-330-8429| M 1-509-990-5817
jeff.gilson@optum.com

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ **All 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)	
☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	Our services are all based on U.S. tax codes.

☐ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

Our services are all based on U.S. tax code and cannot be offered in Canada.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☐ Maybe X No

Our services are all based on U.S. tax code and cannot be offered in Canada.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes X Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

X Yes, we have programs in place.

Diversity in our suppliers and in our staff, and the inclusive way that we operate, is strategically important to UnitedHealth Group. Diversity is an integral part of our sourcing and procurement processes. We have built a world-class supplier diversity program that reflects the makeup of our

customers and communities. Our sourcing teams actively work to identify opportunities for the following diverse classifications:

- MBE – Minority Business Enterprise
- WBE – Women Business Enterprise
- DOBE – Disabled-Owned Business Enterprise
- LGBTBE – Lesbian, Gay, Bi-Sexual or Transgender Business Enterprise
- SDVOB – Service Disabled Veteran-Owned Business
- VBE – Veteran-Owned Business Enterprise
- SBE – Small Business Enterprise
- SDB – Small Disadvantaged Business
- WOSB – Women-Owned Small Business

We also work with state and local government agencies, minority business groups and advocacy organizations to identify qualified diverse suppliers to participate in sourcing opportunities throughout our company.
We support the following supplier diversity advocacy organizations:

- the National Minority Supplier Development Council (NMSDC),
- the Women Business Enterprise National Council (WBENC),
- Diversity Alliance for Science (DA4S)
- Disability: IN, National Veteran Business Development Council (NVBDC),
- the National Association of Women Business Owners (NAWBO)
- the National Gay Lesbian Chamber of Commerce (NGLCC)

Through partnerships with these community organizations, the supplier diversity program at UnitedHealth Group matches business opportunities with certified diverse suppliers throughout the country. Last year we increased the number of qualifying suppliers resulting in spending levels in excess of $600 million with Minority, Women and Veteran Owned businesses. For inclusion in our supplier diversity program, we require suppliers to be certified as small, minority, women, veteran owned businesses or any other historically underutilized business designations by a third party certification agency. Examples of certification agencies include the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the US Department of Veteran Affairs, or any city, state or regional third-party certification agency.

Residency
Responding Company's principal place of business is in the city of Eden Prairie, State of Minnesota.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

X A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Authorized Distributor

☐ Value-added reseller

☐ Certified education/government reseller

☐ Manufacturer marketing through reseller

X Other: We provided health care financial services directly to employers, resellers and directly to participants.

Processing Contact Information

Contact Person	Jeff Gilson
Title	Solution Sales Executive
Company	Optum Financial, Inc.
Address	11000 Optum Circle
City/State/Zip	Eden Prairie, Minnesota 55344
Phone	(763) 330-8429
Email	Jeff.gilson@optum.com

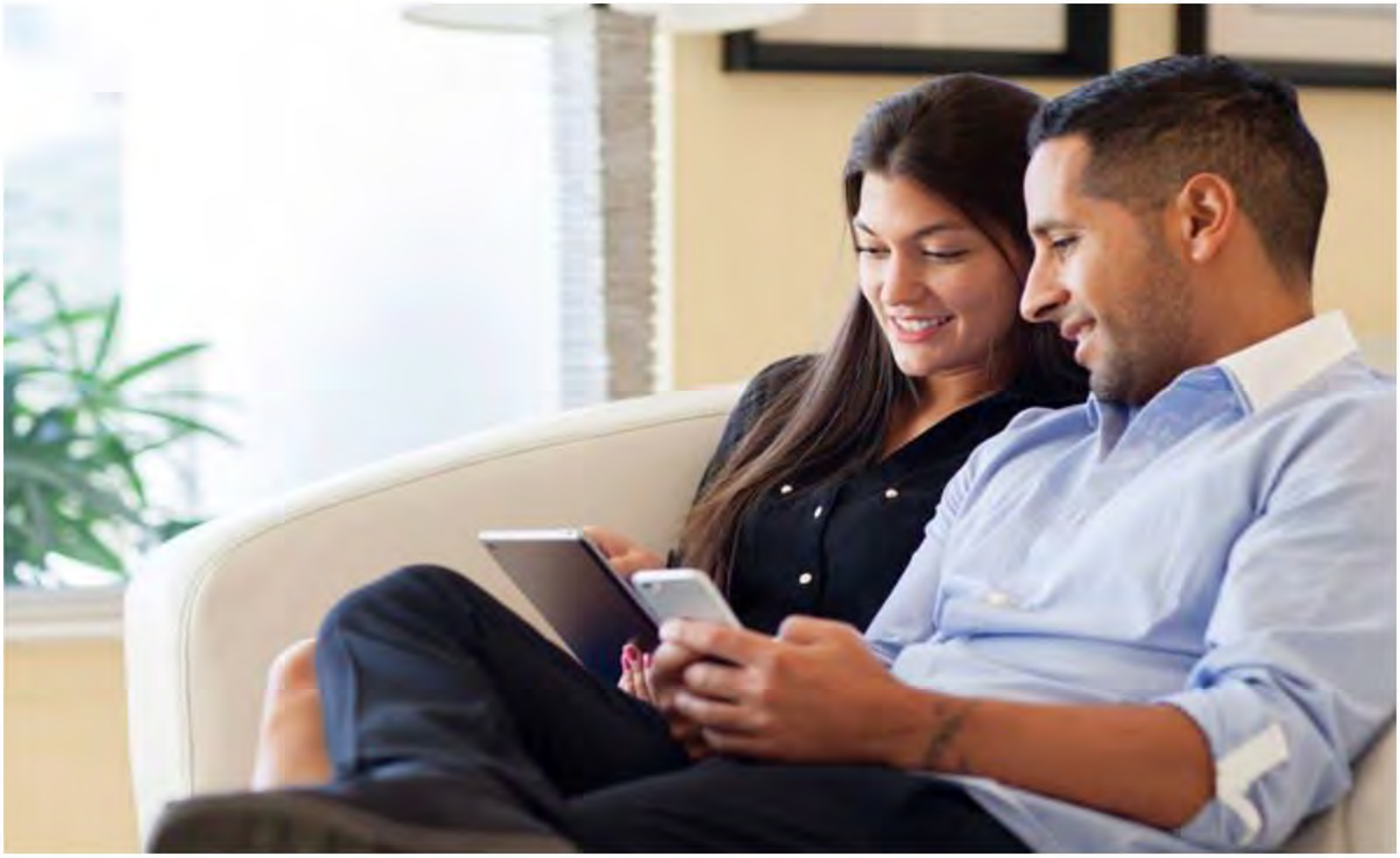
Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

x Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

x Yes ☐ No

Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 4 – Vendor Profile
RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

jeff.gilson@optum.com

TAB 4
VENDOR PROFILE

Please provide the following information about your company:

- **Company's official registered name.**

  Our company's official registered name is Optum Financial, Inc.

- **Brief history of your company, including the year it was established.**

  Optum was established in 2011 as a division of UnitedHealth Group (NYSE: UNH) and consists of three businesses: OptumHealth, OptumRx and Optum Insight.
  Optum Financial is a business of OptumHealth. Our parent company was founded in 1977.

- **Company's Dun & Bradstreet (D&B) number.**

  The DUNS number for Optum Financial, Inc. is 832994045.

- **Company's organizational chart of those individuals that would be involved in the contract.**

  Please refer to the attached organizational charts included with our proposal.

- **Corporate office location.**
  Optum has offices across the country and our head office is located in Eden Prairie, Minnesota. Our corporate address is 11000 Optum Circle Drive, Eden Prairie, Minnesota 55344.
  - **List the number of sales and services offices for states being bid in solicitation.**

    Optum is headquartered in Eden Prairie, Minnesota. We also have call customer support locations in St. Petersburg, FL and Salt Lake City, UT. Our sales organization is headquartered in Minnesota, and the sales team members are distributed around the nation in remote work from home environments to be closer to their customers.

  - **List the names of key contacts at each with title, address, phone and e-mail address.**

    The overall sales contact for this bid is listed below. Our process includes introducing you to your client team and establishing an escalation path which occurs at the implementation stage.

    Jeff Gilson, Solutions Sales Executive
    11000 Optum Circle Drive, Eden Prairie, Minnesota 55344
    (763) 330-8429
    jeff.gilson@optum.com

- **Define your standard terms of payment.**

  Optum bills in arrears on a monthly basis for the actual fees owed. The amounts owed are due and payable on the due date shown on the bill. For a customer starting on 1/1/23,

their first bill arrives on 2/5/23 and covers all participants for January.

- **Who is your competition in the marketplace?**

  We compete with regional providers as well as national providers of health spending and savings accounts (Health Equity, Fidelity, Bank of America). What is unique about Optum is our position at the intersection of healthcare and finance. We are the only healthcare company that owns a healthcare bank. Our expertise spans both domains and our customers and their employees benefit from our focus on their ability to become the very best stewards of their health and financial well-being.

- **Provide Annual Sales for last 3 years broken out into the following categories:**

  Our financial reporting is done through Optum Health to UnitedHealth Group, and granular level industry reporting is not part of the data we release publicly. We have provided some estimates in the response fields.

- **Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.**

- **What differentiates your company from competitors?**

  We offer an innovative digital experience that makes saving and paying for health care simple and effective. Our engagement model results in higher HSA balances for Optum HSA account holders, better decision making around their care choices (more urgent care and fewer ER visits for example) and even higher uses of preventive care which can lead to better health outcomes.

Secondly, owning our own technology platform and being the only account administrator with a wholly owned bank dedicated to health care gives us greater control as we create new and innovative health account solutions that are not tied to an external partner's development timetable. Our vertical integration also means that your data stays within our control, which gives clients confidence in our ability to manage performance and security. We have embraced the HITRUST Common Security Framework (CSF) that combines national and international standards and certifications like HIPAA, NIST, ISO and COBIT into an overall security framework to guide the access, storage and exchange of sensitive data.

Finally, our implementation project manager and ongoing client support teams set a high bar by delivering competent, thorough and professional support tuned to your strategic objectives. We assign industry experts with technical depth and a service mindset who will quickly learn your goals, service requirements and workplace culture.

- **What is your reach in the market, or market share?**

  Highly recognized names in finance, healthcare, education, manufacturing, and technology choose Optum because they trust us to deliver for their employees. We have over 19% market share for our HSA in a crowded marketplace with assets under management approaching $19 B with over 5 million accounts across 42,000 employers We also manage over 2,500 FSA clients with more than 200,000 accounts. We lead in the emerging health care fintech arena and use advanced technology and analytics to help consumers better manage their health care and make smarter health care decisions.

- **Describe how your company will market this contract if awarded.**

  Optum Financial is advancing the way participants save, spend, pay, and invest for health care and would look to partner with NCPA to deliver best of class solutions and foster strong NCPA growth. Optum Financial has vast experience in channel partnerships and can bring that expertise to design a custom program that will fit your clients' needs and drive results. Though our program NCPA will:

  - **Enhance your participant experience** through our comprehensive product integration. Optum financial can provide a seamless experience for your clients and their participants by building integration such as Single Sign On, API balance pushes, custom investments line ups and telephonic warm transfers.
  - **Utilize best in class partner marketing materials.** Optum will provide full marketing support using our existing library of marketing materials, tools, and communications. These materials can be co-branded or white labeled to keep your brand front and center.
  - **Grow your business** with support from our sales and account management teams. Optum will provide support for your daily needs as well as a sales support to assist in new RFPs, finalist meetings and implementations of our products.
  - **Increase your revenue** with a percentage share back to NCPA on all accounts sold through your program.

  The channel partnership group at Optum Financial is led by a seasoned industry team who operates with flexibility and responsiveness when considering the needs of our partners. We create value by understanding values -- their alignment is a predictor of our joint success, and they govern how we approach business, customers, and each other so that we can quickly establish trust, common goals, governance and regular lookbacks to keep us on track and focused on the outcomes we want to achieve for our customers.

The values we live by include:

- **Integrity –** Honoring our commitments
- **Compassion -** Walking in the shoes of the people we serve
- **Relationships** – Building them through trust and collaboration
- **Innovation** - Inventing the future and learning from the past
- **Performance** – Demonstrating excellence in everything we do.

By combining forces in ways that align strategically, we can determine the best ways to gain access to new customers by expanding to new markets or gaining new customers within the existing consortium. With many alternatives at play here, it's important to state that we have a talented sales distribution team and depth in marketing. We would like to explore routes to market, sales opportunity identification, and the division of labor so that we can ensure we have clarity and agreement on the best ways to nurture customer relationships within the partnership.

- **Describe how you intend to introduce NCPA to your company.**

  Our partnership team is skilled at introducing new partners and ways to promote our products and services. The executive over the team is responsible to create the Go to Market strategy that identifies the targets for the sales team, lead generation strategy, pipeline and revenue share strategy, pricing strategy, sales incentives, the overall marketing and communications plan, training plan, and key performance indicators. They will work closely with NCPA to create realistic targets and build in a cadence of touchpoints to measure progress against goals.

- **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

  We use Salesforce.com and its configure, price, quote schema to enter and track opportunities.

- **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

  Trained customer service representatives are available by phone and chat 24 hours a day, 365 days per year. Our customer service representatives are located in St. Petersburg, FL and Salt Lake City, UT. We employ 206 total call center employees.

- **Green Initiatives (if applicable)**
  - **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

Our Approach to Environmental Health

We adhere to stringent anti-discrimination policies and embrace a company code of conduct. UnitedHealth Group has a multi-dimensional approach to minimizing our environmental impact, focusing on two areas of sustainability to strengthening our commitment to environmental health and minimizing its impact on climate change:

- **Achieving operational net zero emissions by 2035:** Our approach will lead with reducing our carbon footprint, followed by securing renewable energy sources.
- **Working toward a paperless consumer and provider experience in the next two to three years:** Our work to reduce paper usage will create a simpler, digitized experience for consumers and reduce the administrative burdens on providers, while reducing our impact on the environment.

To increase our environmental focus Patricia Lewis was recently named UnitedHealth Group's Chief Sustainability Officer. Her responsibility is to chart a long-term and lasting enterprise environmental, social and governance (ESG) strategy and establishing business practices and goals.

The company focuses on the following to help in achieving its environmental objectives:

- Act in an environmentally responsible manner
- Provide a safe and healthy workplace for employees, visitors and guests
- Focus on implementing green strategies for our premises through our Environmental Management Group (EMG), who seeks to decrease the environmental impact of our premises by conserving energy, reducing natural resource consumption and greenhouse gas emissions
- Raise employee awareness of environmentally sustainable practices
- Periodically evaluate our progress in implementing Paper Resources Conservation, Energy Conservation, Water Conservation, Waste Management, Recycling Programs, and Employee Awareness and Engagement
- Comply with all applicable environmental laws and regulations; where environmental laws and regulations do not exist, follow our own environmentally conscious practices and encourage the using those practices in our workplaces

Environmental Health Performance

Our parent company, UnitedHealth Group, annually discloses environmental performance data to CDP (formerly the Carbon Disclosure Project) and the Dow Jones Sustainability Index (DJSI).

By the end of 2020, we achieved the following:

- Reduced year-over-year controllable energy use by 2.84 percent and year-over-year greenhouse gas emissions by 3.87 percent
- Completed 20 funded sustainability projects including interior and exterior lighting upgrades and water reduction projects
- Implemented 18 low cost/no cost energy and water conservation projects
- Maintained business operations in LEED-certified facilities (Leadership in Energy & Environmental Design) totaling 2.7 million square feet, which represents approximately 80 percent of facilities
- Recycled 6,415 tons of paper and saved 109,074 trees in addition to offering customers, partners and employees paperless options for virtually all communications, billing and forms
- Became the first major pharmacy care services company to introduce fully sustainable medication packaging that also preserve medication safety and quality

For the latest environmental performance data, visit https://sustainability.uhg.com/

- **Anti-Discrimination Policy (if applicable)**
  - **Describe your organizations' anti-discrimination policy.**

    We follow the diversity policies of our parent company, UnitedHealth Group.

    UnitedHealth Group maintains a workplace that accepts and appreciates the differences among our employees. The company will not discriminate against any applicant or employee based on age, race, gender, color, religion, national origin, ancestry, disability, marital status, covered veteran status, sexual orientation, gender identity and/or expression, genetic information, status with respect to public assistance or any other characteristic protected by state, federal or local law.

    Harassment and intimidation are recognized forms of discrimination and, as such, are not tolerated. Any employee who harasses or intimidates another employee, job applicant, vendor or customer will be subject to disciplinary action, up to and including termination.

    UnitedHealth Group is committed to affirmative action with respect to gender, race, covered veteran status and disability in its employment practices and in the areas of compensation, benefits, transfers, layoffs, returns from layoffs, company supported training, education or training assistance, and social and/or recreational programs.

- **Vendor Certifications (if applicable)**
  - **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

    This is not applicable to Optum Financial.

OPTUM Financial™

Comparisons of HSAs, FSAs and HRAs

	HSA	Health care FSA	HRA
What does it stand for?	Health savings account	Health care flexible spending account	Health reimbursement account/arrangement
Who owns it?	Account holder	Employer	Employer
Who funds the account?	Account holder, employer and others	Typically by account holder, but employer can contribute	Employer only
What type of corresponding health plan is allowed?	Eligibility to contribute requires opening and maintaining a qualifying high-deductible health plan.	A full purpose health care FSA is compatible with any type of health plan coverage. A limited purpose health care FSA (LPFSA) is typically used in conjunction with participation in an HSA and its qualifying high-deductible health plan.	An HRA is allowed with any type of health plan.
Can unused amounts carry over?	Yes. The individual owns the account and any contributions made to it, regardless of the source or timing of the contribution.	Yes, by plan design, a plan may allow up to a specified amount to carry forward to future plan years. This is an optional plan feature. If the plan does not have a carryover, any remaining balance at the end of the plan year is forfeited.	Yes. The employer can choose to have unused funds roll over from year to year. However, rollover is not required.
Is the account portable between employers?	Yes. The individual owns the account.	No. FSAs cannot be rolled over to a new employer.	No. An HRA may be designed to allow former account holder to use their funds, but it cannot be rolled over to a new employer.

continued on next page

	HSA	Health care FSA	HRA
How is it funded?	Money is deposited directly into the account. Contributions can be made by the account holder or employer through pre-tax salary deduction, or on an "after-tax" basis by account holder or other person.	Based on the account holder's annual election, the employer designates a specific amount of wages to be deducted from the account holder's payroll check pre-tax.	The employer contributes a set amount on a notional basis.
Does interest accrue?	Interest may accrue in an HSA, depending upon the custodian and the type of deposit account.	Interest does not accrue.	Interest does not accrue.
Is the account subject to COBRA continuation?	No. An HSA is not a health benefit plan subject to continuation.	COBRA rights apply.	COBRA rights apply.
What is the contribution amount?	Annual contribution limits are established by the IRS and indexed for inflation. Please refer to the IRS contribution/ deductible guidelines sheet for specifics.	The annual maximum amount of account holder contribution is established by the IRS. This is subject to change annually with IRS cost of living adjustments (COLA).	No restrictions. For HRAs, the employer determines the minimum and maximum amounts.
Is there a "catch-up" contribution provision for older workers?	Account holders ages 55 and older may contribute an additional $1,000 to the account per year until they are enrolled in Medicare.		
Can the account be funded with pre-tax salary deduction?	Yes	Yes	No, employer-funded only.
Is vesting allowed?	An HSA is an individual deposit account owned by the account holder. The funds are available as they accrue in the account.	Funds are available for use with qualified health care expenses on the first day of the plan year.	The plan design may or may not impose a vesting schedule.
Is investing allowed?	Yes	No	
What are the tax benefits for account holder?	Contributions are tax deductible, interest earnings and capital gains on investments are income tax-free. Withdrawals for qualified medical expenses are tax-free, although state taxes may apply.	Account holder contributions are exempt from federal and FICA tax as well as most state and local tax. Reimbursements are tax-free.	Reimbursements are federal income tax-free.

	HSA	Health care FSA	HRA
What health care expenses can be paid from the account?	Funds can be used for any qualified medical expense as defined under section 213(d) of the internal revenue code (IRC), except for health insurance premiums, with specific exceptions.	Funds can be used for qualified health care expenses as defined under section 213(d) of the IRC except for health insurance premiums.	Funds can be used for any qualified health care expense as defined under section 213(d) of the IRC, including health insurance and long-term care insurance premiums. Premiums under employer pre-tax plans are not section 213(d) of the IRC, though they are tax deductible.
Can COBRA premiums be reimbursed from the account?	Yes. Distributions to pay premiums for COBRA are tax-free.	No. A health care FSA may not reimburse participants for premiums paid for health insurance. This includes premiums paid for health coverage under a plan maintained by the employer or the account holder's spouse or dependent.	Yes. COBRA premiums may be reimbursed from the account.
Can funds be used for non-health care expenses for those under age 65?	Non-health care distributions must be included in gross income and are subjected to a 20% penalty tax. An exception to the 20% penalty applies to distributions for non-qualified expenses for those individuals who are disabled or deceased.*	No. A health care FSA can only be used for qualified health care expenses.	No. Funds may only be used for qualified health care expenses.
Can funds be used for non-health care expenses for those over age 65?	Yes. Non-health care distributions must be included in gross income but are not subject to the additional 20% tax penalty.*	No. The health care portion of an FSA can only be used for qualified health care expenses.	No. Funds may only be used for qualified health care expenses.
Must a health care expense be incurred during the plan year the contribution is made?	No. Expenses are qualified for reimbursement once an HSA is established.	Yes, if the plan does not have a grace period or carryover feature.	No. However, reimbursements cannot be made for expenses incurred prior to the account being established.

	HSA	Health care FSA	HRA
Is the annual amount of the contribution available on the first day of coverage?	Only the amount currently available in the HSA may be used to pay or reimburse qualified expenses.	Yes. The total amount elected by the account holder for the plan year must be available on the first day, regardless of the amount contributed.	The employer-designated HRA funds may be available on the first day of the plan year. However, funds can be prorated during the year if the employer elects to do so.
Is third-party substantiation of expenses required?	No. If audited by the IRS, the account holder shows that HSA funds were used only for qualified medical expenses.	Yes. Each request for reimbursement must be substantiated before it can be reimbursed.	Yes. Each request for reimbursement must be substantiated before it can be reimbursed.
Can the account be integrated with other accounts?	Yes. An HSA can be combined with a limited purpose health care FSA (LPFSA) for use with qualified dental and vision expenses.	A health care FSA is compatible with a health reimbursement account (HRA), but only a limited purpose health care FSA can be integrated with an HSA.	A health reimbursement account (HRA), is compatible with an FSA, but only a limited purpose HRA can be integrated with an HSA.

Investments are not FDIC insured, are not bank issued or guaranteed by Optum Financial or its subsidiaries, including Optum Bank, and are subject to risk including fluctuations in value and the possible loss of the principal amount invested.

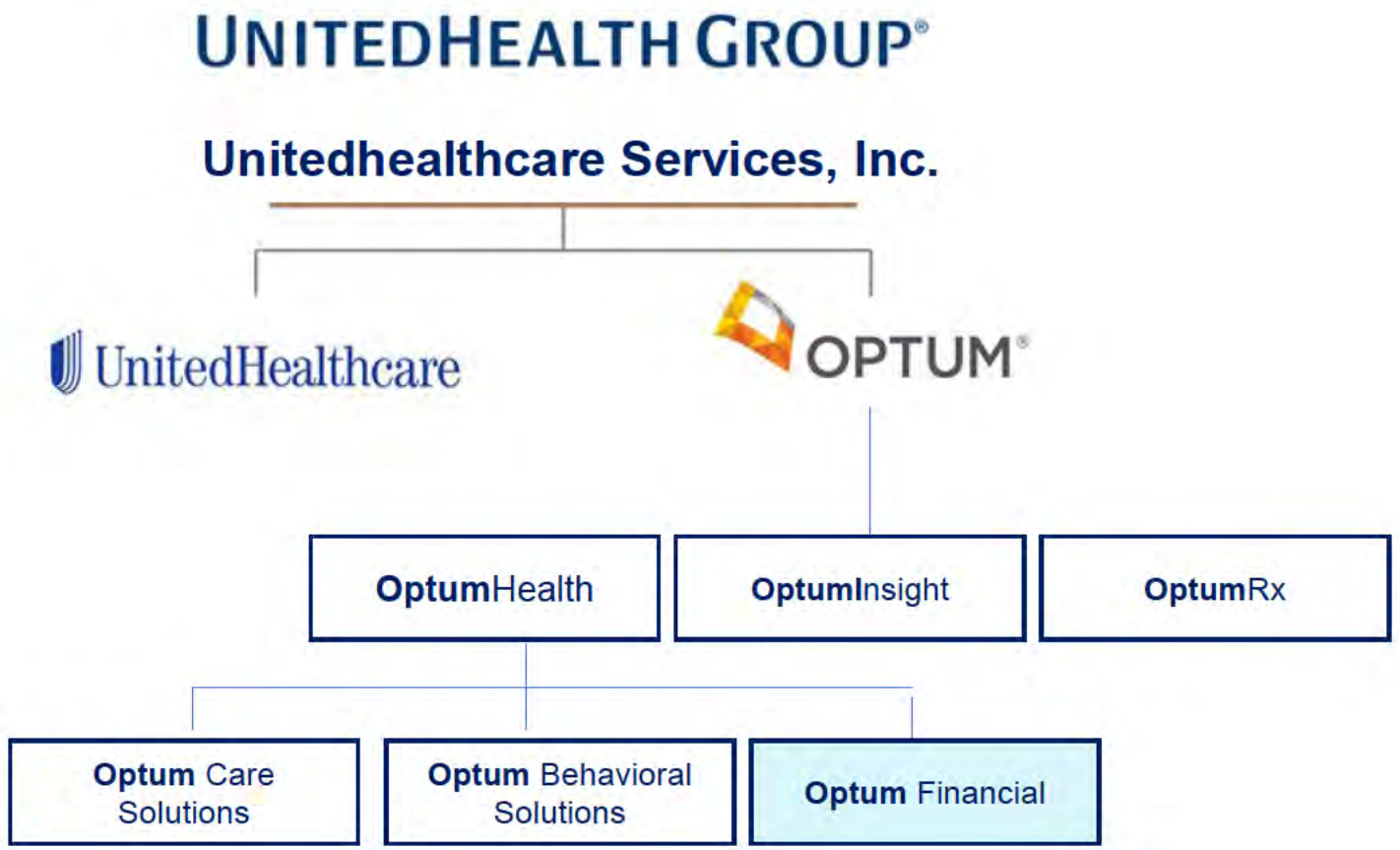
optumbank.com

Health savings accounts (HSAs) are individual accounts offered through Optum Bank®, Member FDIC. HSAs are subject to eligibility requirements and restrictions on deposits and withdrawals to avoid IRS penalties. State taxes may apply. Fees may reduce earnings on account.

Flexible spending accounts (FSAs) and health reimbursement arrangements (HRAs) are administered on behalf of your plan sponsor by Optum Financial, Inc. ("Optum Financial") and are subject to eligibility and restrictions. Employer-Sponsored Plans are not individually owned and amounts available under the Employer-Sponsored Plan are not FDIC insured.

This communication is not intended as legal or tax advice. Federal and state laws and regulations are subject to change. Please contact a legal or tax professional for advice on eligibility, tax treatment, and restrictions. Please contact your plan administrator with questions about enrollment or plan restrictions.

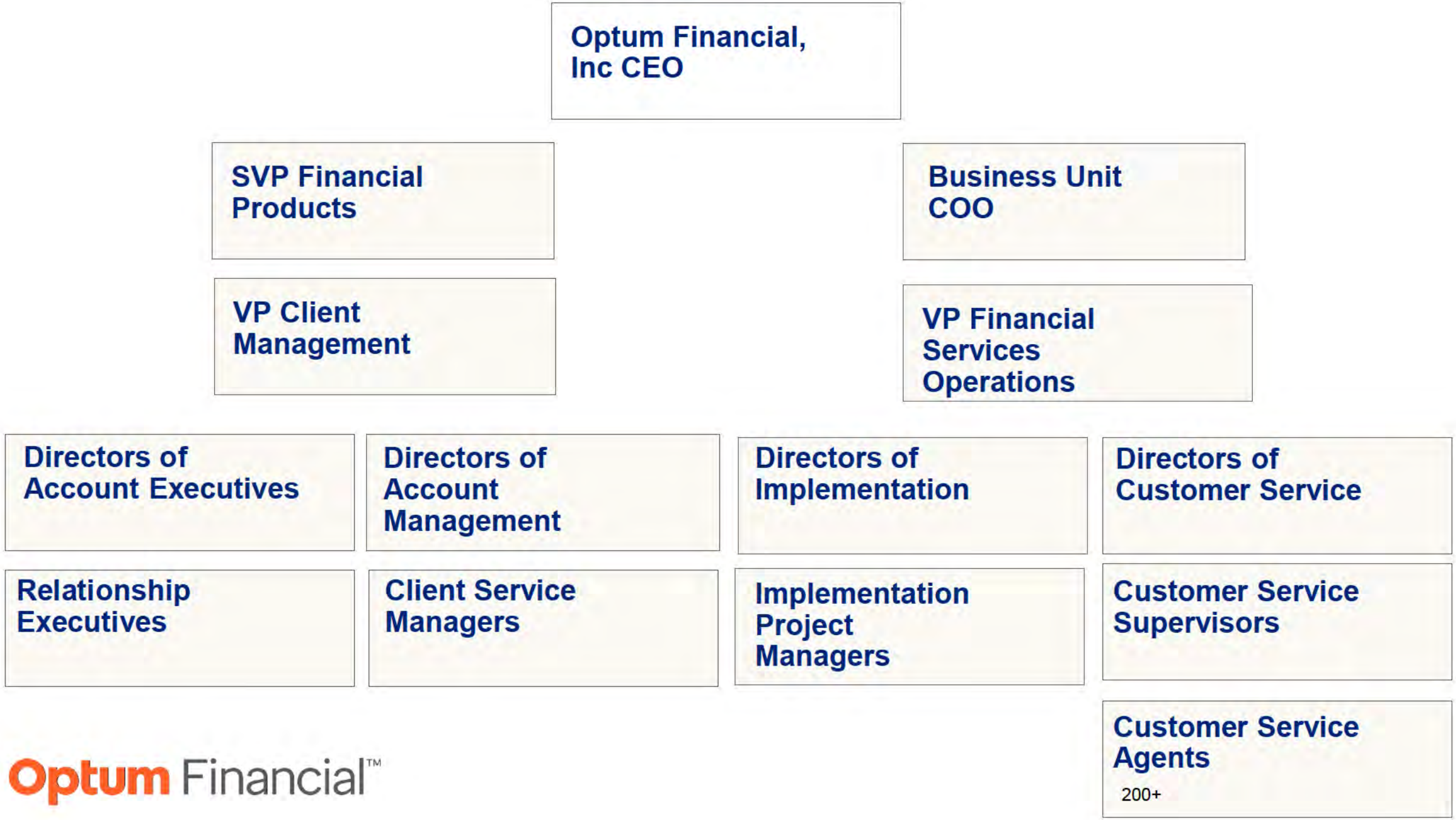
Optum Organizational Chart



Optum is the technology and services business of UnitedHealth Group.

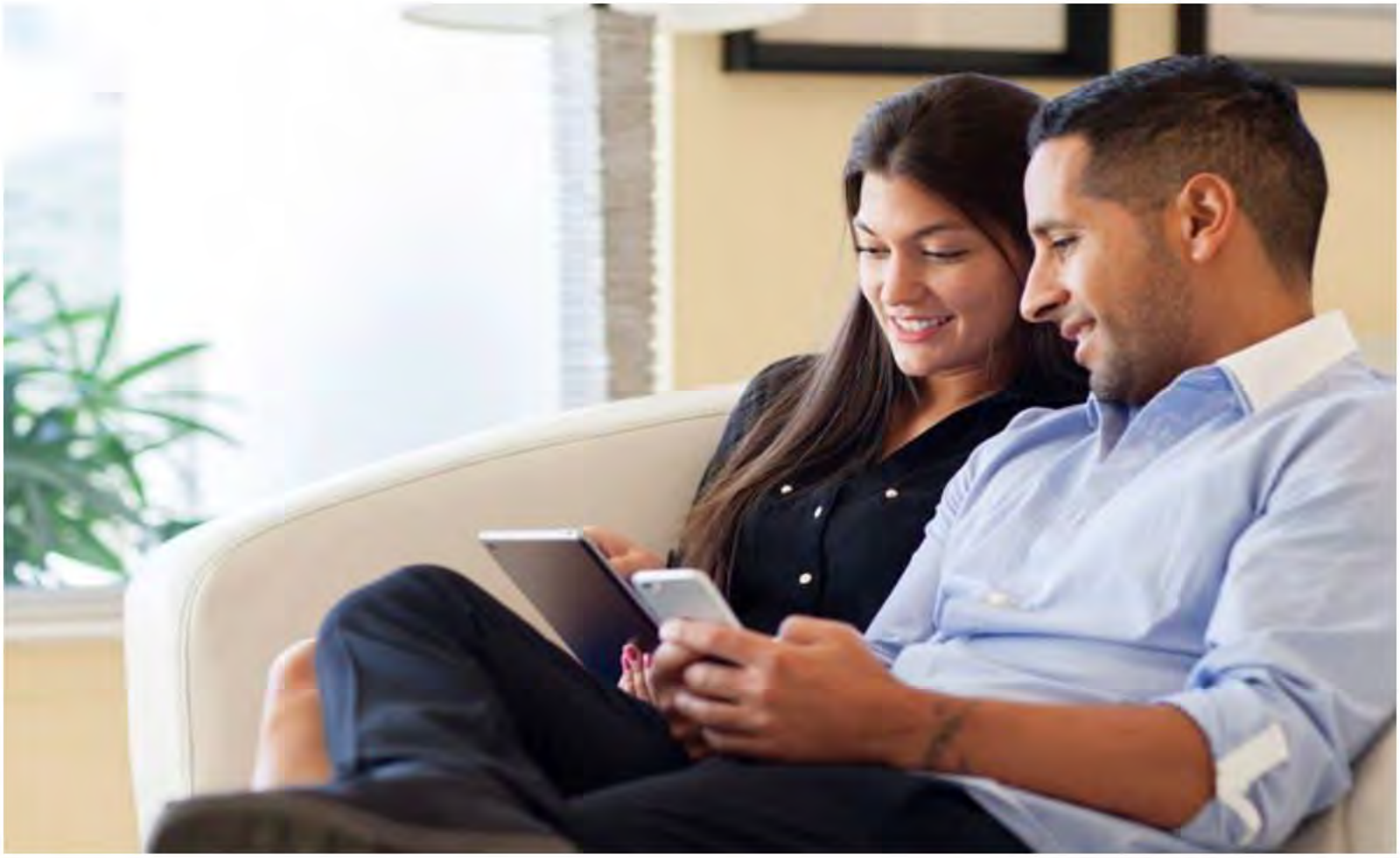
OptumHealth includes Optum Financial.

Optum Financial™



Optum Financial™

Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 5 – Products & Services
RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

jeff.gilson@optum.com

TAB 5
PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty
Proposal should address the following warranty information:

- **Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.**
- **Availability of replacement parts**
- **Life expectancy of equipment under normal use**
- **Detailed information as to proposed return policy on all equipment**

This is not applicable to the services being requested.

Products

- **Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects**

  We provide a software application which is our proprietary platform specifically for administering consumer directed health care account types and transactions. Our system is a modularized, cloud centric and highly secure application and database that is flexible and scalable. The platform is owned and operated by Optum which means that we control the rate and pace of development, quality control measures and the integration of the voice of the customer into our capabilities.

Construction

- **Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.**

  Confirmed. We comply with all legal, regulatory and industry standards including Graham-Leach-Bliley, Sarbanes-Oxley, PCI, HIPAA and HITECH etc.

  The Optum privacy and security program protects customer information by maintaining compliance with the various federal and state privacy regulations, including ERISA, FMLA, GLBA, HIPAA, HITECH and more stringent state privacy requirements. We meet those requirements by:

  - Providing employees with regular training and resources to support day-to-day work in a compliant manner
  - Monitoring employee processes systematically and through compliance reviews to ensure adherence to policies and procedures
  - Providing engagement and review of the regulatory and legislative environments to stay abreast of changes, and proactive change management to modify our policies and procedures to reflect and incorporate any changes necessary
  - Providing notification to a covered entity if a breach of unsecured protected health information occurs after thoroughly reviewing regulatory requirements specific to the instance and contractual obligations specific to the client to ensure we are compliant

We maintain our commitment to protecting the privacy and security of the data entrusted to us by complying with these requirements.

The following is a list of suggested (but not limited to) HSA, FSA, DCFSA and other Lifestyle Financial Management Services categories. List all categories along with manufacturer that you are responding with:

- **Health Savings Account (HSA)**

  Health Savings Accounts are easy to use and supported by innovative technology that delivers value to employers and employees. With the Optum HSA, NCPA will receive:

  - An engagement model that helps employees make the best decisions for using or saving their HSA dollars. Our Health Finance Journey model helps to deliver higher HSA balances and more investment accounts than the industry averages.
  - Intelligent decision support that offers guidance on the best ways to use accounts. Our support has led to better decision making for care sites (i.e. fewer ER visits and more urgent care visits for appropriate care), and better care consumption (i.e. higher usage of in network providers than out of network providers) which lowers the overall cost of care for employers and employees.
  - Detailed and timely reporting to manage and monitor your HSA program
  - An easy-to-use employer website that facilitates exchanging files, reporting and management
  - Account support from our experienced relationship management team at both the NCPA level and the employer level commensurate with the size and account characteristics of the employer
  - Onboarding and transfers of assets that are fully project managed
  - A consumer portal with balances, recent history, decision support tools, investment research tools and access to help
  - Mobile app convenience
  - HSA funds access using the Optum Bank HSA debit Mastercard, consumer portal or mobile app
  - Ability to manage expenses and store receipts using the HSA Save-It! receipt vault
  - Access to investment lineups with something for everyone, including our standard mutual fund lineup with a low average expense ratio, a leading digital investment advisor solution to help guide investment selection based on individual risk tolerance and goals, or a health savings brokerage account with thousands of investment choices
  - Safety and security of Optum Bank — a market-leading HSA provider

- **Flexible Spending Account (FSA)**

  Flexible Spending Accounts are easy to use and understand. With the Optum FSA, NCPA will receive:

  - Electronic member communications

- A stacked payment card with separate purses for the limited purpose FSA and HSA so employees don't have to remember which account to draw from - the payment order is established at implementation.
- Detailed and timely reporting to manage and monitor your FSA program
- Daily claims processing and reimbursement
- An easy-to-use employer website that facilitates exchanging files, reporting and management
- Account support from our experienced relationship management team at both the NCPA level and the employer level commensurate with the size and complexity of the employer
- Smooth onboarding by project management pros that minimize impact to employers
- A consumer portal with balances, recent history, decision support tools and access to help
- Mobile app convenience to receive alerts, check history, balances, submit claims, and receive help
- Ability to manage expenses and store receipts for submission
- Web-based health education and decision support tools
- Standard and custom reporting via HRcommand

- **Dependent Care FSA (DCFSA)**

  Dependent Care Spending Accounts from Optum Financial have the same look and feel as the HSA and FSA. With the Optum Dependent Care FSA, NCPA and its customers will receive:
  - Detailed and timely reporting to manage and monitor your FSA program
  - Daily claims processing and reimbursement
  - An easy-to-use employer website that facilitates exchanging files, reporting and management
  - Account support from our experienced relationship management team at both the NCPA level and the employer level commensurate with the size and complexity of the employer
  - Smooth onboarding by project management pros that minimize impact to employers
  - A consumer portal with balances, recent history, decision support tools and access to help
  - Mobile app convenience to receive alerts, check history, balances, submit claims, and receive help
  - Ability to manage expenses and store receipts for submission
  - Web-based education and decision support tools
  - Standard reporting via HRcommand – custom reports as required
  - Member communications sent electronically for distribution

- **COBRA Administration**

  Customers receive peace of mind and time to focus on their own strategic objectives when they outsource their COBRA administrative services to Optum. Our team manages every aspect of COBRA administration, including implementation, customer and client service, data entry, electronic file processing, communications and notifications. COBRA continuants have access to a web portal where they can enroll and pay premiums and review their activity. The COBRA client portal features role-based access to reporting and

administration functions clients can use to manage the enrolled population COBRA implementation and administration services include the following:

Implementation
- Developing a timeline and gathering pertinent content
- Preparing communications for current participants
- Providing a Qualifying Event form
- Offering a package for new participants
- Communicating the participants paying premiums to insurance carriers or administrators
- Establish access to our COBRA website

Administration
- Providing sample initial notices
- Providing election notices
- Tracking COBRA election timelines
- Issuing invoices to those electing coverage
- Receiving and tracking payments
- Sending premium payments and reports to employer
- Notifying carriers of paid-through-coverage dates
- Tracking late or incomplete payments
- Providing daily online updates of continuation status
- Sending rate change notices to participants
- Providing employer and participant support
- Informing participants of termination of COBRA
- Providing the Notice of Conversion Rights

Optional services
- Sending open enrollment letters and materials
- Mailing or issuing the initial notice
- Sending premium payments directly to carriers

- **Commuter Benefits**

Optum is a one stop shop for participants utilizing commuter benefits. We have two ways to fulfill your employer commuter needs.

Commuter Order model
We make plan setup and configuration, plan design and communications, data interfaces and customer service so easy for employers. With our commuter order model, the participant purchases commuter passes directly from our fulfillment partner, Edenred, through single sign-on from our portal. Edenred manages fulfillment of all orders to participants including monthly loading of smart cards, commuter check debit cards, mailing of payments to parking operators and mailing of products to individual employees through first-class mail in time to ensure receipt and activation the first day of the benefit month.

Election model
Employers may also choose the Optum payment card to pay for the transit passes directly at a valid transit fare terminal. Since the card uses merchant category codes at the point of sale, the payment card cannot be used for passes purchased at alternative outlets such as a grocery store. This model does not require employer funding as the contributions are pulled from each participant's paycheck and they must accumulate the funds in their

account in order to purchase a transit pass.

- **Direct Bill Administration**

  It's easy to provide a Direct Billing solution to your employers customers. With the Optum Direct Billing program, NCPA and your customers receive:

  - Tracking for direct billing election timelines
  - Invoices to those electing coverage
  - Payment tracking and receipt
  - Premium payments and reports sent to employer
  - Carrier notification of paid-through-coverage date
  - Provide daily online updates of continuation status
  - Send rate change notices to participants
  - Provide employer and participant support
  - Inform participants of termination of direct billing

  For direct billing, the payment rules and communications differ in these ways:

  - The premium payments do not reflect the two percent administration fee.
  - The payment rules can differ, such as the length of the grace period.
  - Customer communications differ relating to late or non-standard payments.

- **Lifestyle Administration (Travel to healthcare facility, Fitness reimbursement, Tuition reimbursement…)**

  Lifestyle Accounts (LSA) by Optum Financial are great for attracting and retaining talent. With Optum LSAs, NCPA and your employer customers receive

  Greater freedom to select the type of eligible expenses covered under lifestyle account benefits. Lifestyle spending accounts can be funded the same across all employees, or with different contribution tiers across employee classes on a post-tax or pre-tax basis, depending on the expense categories offered. Account reimbursement is determined at implementation and can be paid through payroll, direct deposit or through an individual check. Employees easily submit claims for reimbursement online or through the mobile app.

  Lifestyle spending accounts may include categories for:

  - Wellness
  - Financial planning
  - Adult education
  - Crisis accounts

- **Health Reimbursements (HRA)**

  Health Reimbursement Accounts are administered on our proprietary Optum Financial platform. During the group set-up process, we will work with you to determine:

  - **Rollover:** Amount of funds that can rollover to the following account year. The rollover amount can be set as a dollar amount or percentage of funds available at the end of the plan year.

- **Termination Portability**: Whether the funds are available to participants after their termination.

- **Retirement Portability ("Pour over"):** Amount of HRA funds available at the end of the year that can pour over to a retirement account. The pour over amount is set as a percentage of funds available at the end of the plan year.

- **Funds availability:** How contributions are made.

    - **Uniform Coverage:** Annual election amount is available on day 1 of the plan year.

    - **Fund as you go:** Funds become available on a specific contribution schedule. Our platform supports a weekly, bi-weekly, semi-monthly, monthly, quarterly and/or an annual contribution frequency.

Features of our HRA include:

- Detailed and timely reporting to manage and monitor your HRA program
- Combining the FSA with a restricted HRA. This enables users with more tax-advantaged ways to pay for health care.
- Multi-purse debit cards accompany each account with more than one account type which is convenient for users
- Member portal featuring easy claims submission, and balance and claims history information logically displayed. We include decision support tools and access to live help too.
- HRcommand. our easy-to-use employer website for files management and reporting, powered by the Oracle analytics cloud
- Account support from our experienced relationship management team
- Mobile app convenience with functionality that helps users manage their accounts on the go
- Tools to store and retrieve receipts for submission now or later
- Web-based health education and decision support tool
- Information and education assets delivered electronically that provide overall program support.

- **Please list all the services you provide (direct or with partners). Please list any future services you intend to provide**

  We offer a wide range of tax advantaged health spending and savings accounts, tax-advantaged commuter accounts, and lifestyle benefit accounts. We also offer compliant COBRA continuation and direct billing services. Please see the chart below and the comparison guide attached.

Savings Accounts	Spending Accounts	Commuter	Continuation
Health Savings Account	Flexible Spending Accounts	Parking Accounts	COBRA
	Health Reimbursement Arrangements	Transit Accounts	Direct Billing
	Lifestyle Spending Accounts		

Future services will continue to simplify the user experience with more payment options, and more ways to extend the users healthcare dollars.

- **Please outline how these services are performed and why your company excels in these areas**

Optum is the best choice for NCPA because we deliver differentiating value to account holders. The deep domain experience and advanced analytics that we apply to our tax-advantaged savings and spending accounts yield favorable outcomes for the account holders. We use our analytics and expertise to guide account holders to the best decision they can make with their benefit dollars - for example, to use in network versus out of network providers, and emergency department care only for appropriate emergency care. These and other recommendations accompany our account messaging to help people extract the most value they can from their accounts, delivering on our overall mission to help people stay healthy and to make the health system easier and more accessible. The result is a better opportunity to maintain physical as well as financial health and well-being.

We differentiate to meet consumer expectations in these ways:

- Technology designed for ease of use, that is flexible and scalable to meet the needs of every size business
- Wide variety of highly rated investment choices for HSA including our standard lineup that includes 31 mutual funds, a robo-investing option through Betterment and a self-directed health savings brokerage account (HSBA) through Charles Schwab.
- HSA on Demand option that accelerates funds availability
- Secure access to the HSA Investment Center through a participant portal designed for ease of use and a positive experience
- Unique online decision support tools that are tailored to the participant's customizable risk profile, savings goals, personal profile and age
- Award-winning HSA, FSA, HRA, Commuter and COBRA educational assets for employee and employer education and engagement
- Participant portal and top-rated mobile app that has been designed from the user's point of view

- **Please outline your regulatory compliance**

We help keep clients compliant with the rules and regulations governing financial accounts and cafeteria plans. Our in-house counsel stays abreast of the regulatory environment and works with our product and service teams to ensure our offerings are compliant and that changes are communicated. Your client team will keep you informed of any changes that may impact your employees and their accounts. We also invite you to review the Health Finances Resource Library to learn about contribution limits or how Medicare impacts HSA eligibility.

- **Please outline if your company has ever been sued by a business or client**

Because of the nature of our business, we may be party to a variety of legal actions related to the design, management and offerings of our services. For confidentiality reasons, our company does not disclose detailed information about its litigation history. Information regarding legal matters related to UnitedHealth Group can be found in the full UnitedHealth Group annual report form 10-K.

These complete reports can be found online at:
http://unitedhealthgroup.com/Investors/AnnualReports.aspx.

- **Please outline your growth strategy (organic, acquisition, new services…)**

  Our clients benefit from the investments we make in support of our strategic roadmap. We continue to evolve our central platform to bring additional automation, innovation and connection to our clients to make benefit administration easier, more intuitive and more valuable to the users of our platform and products. Our roadmap reflects the importance of the participant experience as we focus on these themes over the two- to three-year horizon:

  Reporting

  - Reports customization across the plan year life cycle by product type, providing flexibility and ease to create the desired report set

  Administration

  - New employer contact roles and ability for clients to manage access
  - Client plan year timeline presenting milestones with pop up instructions and assistance

  Payments and card management

  - Automation of claims processing for notional accounts to accelerate speed of payment to consumer
  - Digital wallet (Apple Pay and Android Pay) to access card for HSA, FSA, HRA
  - Chip wireless tap-to-pay card option
  - Health savings account (HSA) ATM support

  Protection and Capabilities

  - Advanced multi-factor authentication for high-risk transactions
  - Separate entity debit card for dependent, with unique card number for transaction tracking
  - Contact center co-browse capability to improve contact center connection to the customer's online experience by allowing agents to shadow what the customer is doing in the portal real time and help them effectively navigate it
  - Enhanced user experience to update the online digital experience design
  - Step-by-step, easy-to-use expense journal guiding the user to submit payments and reimbursements and track out-of-pocket expenses
  - Optical Character Recognition (OCR) claim documentation reader for easier submission and faster claim approval
  - Ability for account holders to bypass flexible spending account (FSA) to instruct payments from HSA

- **Please present features that differentiate your company, and / or your uniqueness versus others in your category**

  Optum Financial is advancing the way we save, spend, pay and invest for health care. We are one of the largest providers of health benefit accounts, managing over 8.7 million accounts and $19.8 billion in assets. We lead in the emerging health care fintech arena

and use advanced technology and analytics to help consumers better manage their health care and make smarter health care decisions.

We differentiate to meet consumer expectations in these ways:

- A proprietary platform designed for ease of use, that is flexible and scalable to meet the needs of every size business
- Wide variety of highly rated investment choices for HSA including our standard lineup that includes 31 mutual funds, a robo-investing option through Betterment and a self-directed health savings brokerage account (HSBA) through Charles Schwab.
- HSA on Demand option that accelerates funds availability
- Secure access to the HSA Investment Center through a participant portal designed for ease of use and a positive experience
- Unique online decision support tools that are tailored to the participant's customizable risk profile, savings goals, personal profile and age
- Award-winning HSA, FSA, HRA, Commuter and COBRA educational assets for employee and employer education and engagement
- Participant portal and top-rated mobile app that has been designed from the user's point of view

- **Please outline the use of technology, specifically as it relates to ease of use for the public agency, and the end-user**

We regularly invest in our spending and savings accounts technology infrastructure to give members the best possible experience and ease of use with their accounts. Today, our system is a modularized, cloud-centric and highly secure application and database that is both flexible and scalable. We own the technology which means we control the rate and pace of development and how the voice of the customer is integrated.
We update our platform through regular maintenance and feature release cycles that occur bi-monthly to meet organizational and market needs. Our incremental approach to this work improves the user experience as the platform can be updated with minimal disruption, downtime or sweeping changes that potentially inconvenience participants.

Employee
The user experience is top of mind. Members interact with their benefit accounts simply and intuitively from virtually anywhere with Optum Financial. The member portal and mobile application are fully featured with account information, education and decision support tools. Balances and claims information update in real time, and messaging and alerts are customizable by preference.

Employer
For HR staff users, HRcommand is our comprehensive point -and-click information, management and action hub providing high-quality data and reporting and makes account management faster than ever before. Administrators can manage employee benefits easily and confidently because HRcommand dashboards put the information they need at their fingertips, and its error-elimination system performs verification and validation on your data to eliminate errors before they happen. Executives appreciate the business intelligence that comes from the insight's module powered by Oracle Analytics cloud so they can gauge how benefit programs are meeting objectives.

- **Do you provide provisions to pay for eligible expenses exceeding the account balance?**

Yes, we provide HSA on Demand for our HSA accounts.

Without HSA On Demand, we support partial payments for any manual claim based on the available balance in the accounts. The claim transaction is adjudicated and approved with regard to the available balance. Any amount approved but not paid will be queued and paid following the next contribution cycle or when sufficient funds are available. Additionally, we offer an optional product called HSA On Demand® designed to ease the transition to the HSA and the HDHP by giving account holders access to their full year's contribution, including employee and employer elections, before they have accumulated in their accounts. If a participant incurs an eligible expense more than their account balance, funds are employer-backed and immediately advanced to cover the expense up to the year's contribution. The advanced funds are then paid back automatically through future payroll deductions. This feature provides a safety net that improves employee participation, resulting in financial benefits to clients in the form of tax and cost savings.

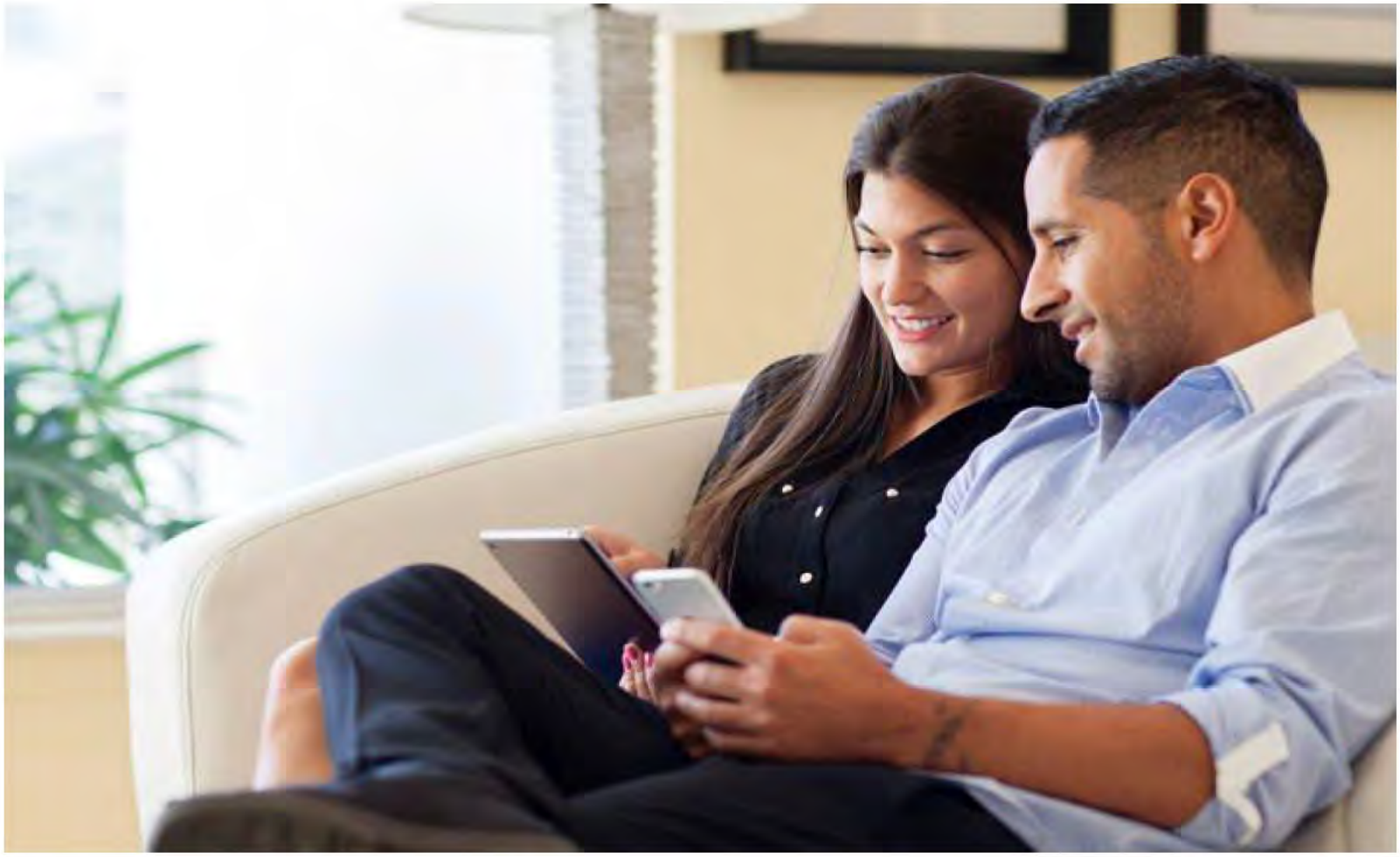
For FSA and LSA, only partial payments can be processed up to the available balance for the year.

- **Outline your Customer Service response standards**

All Optum Financial customers enjoy our performance standards which define the speed and quality metrics we hold ourselves accountable to deliver. We collect performance data at the book of business level each month and report on it quarterly. Standard measurements include:

- Average Speed to Answer: Eighty percent of calls answered within 30 seconds
- Abandonment Rate: less than five percent of calls abandoned
- First Call Resolution: Ninety percent of calls are resolved by the first agent the account holder makes contact with
- File processing: Ninety-eight percent of non-contribution files load in three business days or less
- File processing: Ninety-eight percent of contribution files load in three business days or less
- System Availability: System is available at least 99.5%, excluding scheduled downtime
- Cards: Ninety-eight percent of cards mail within five business days and one hundred percent mail within six business days

Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 6 – References

RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

jeff.gilson@optum.com

TAB 6
REFERENCES

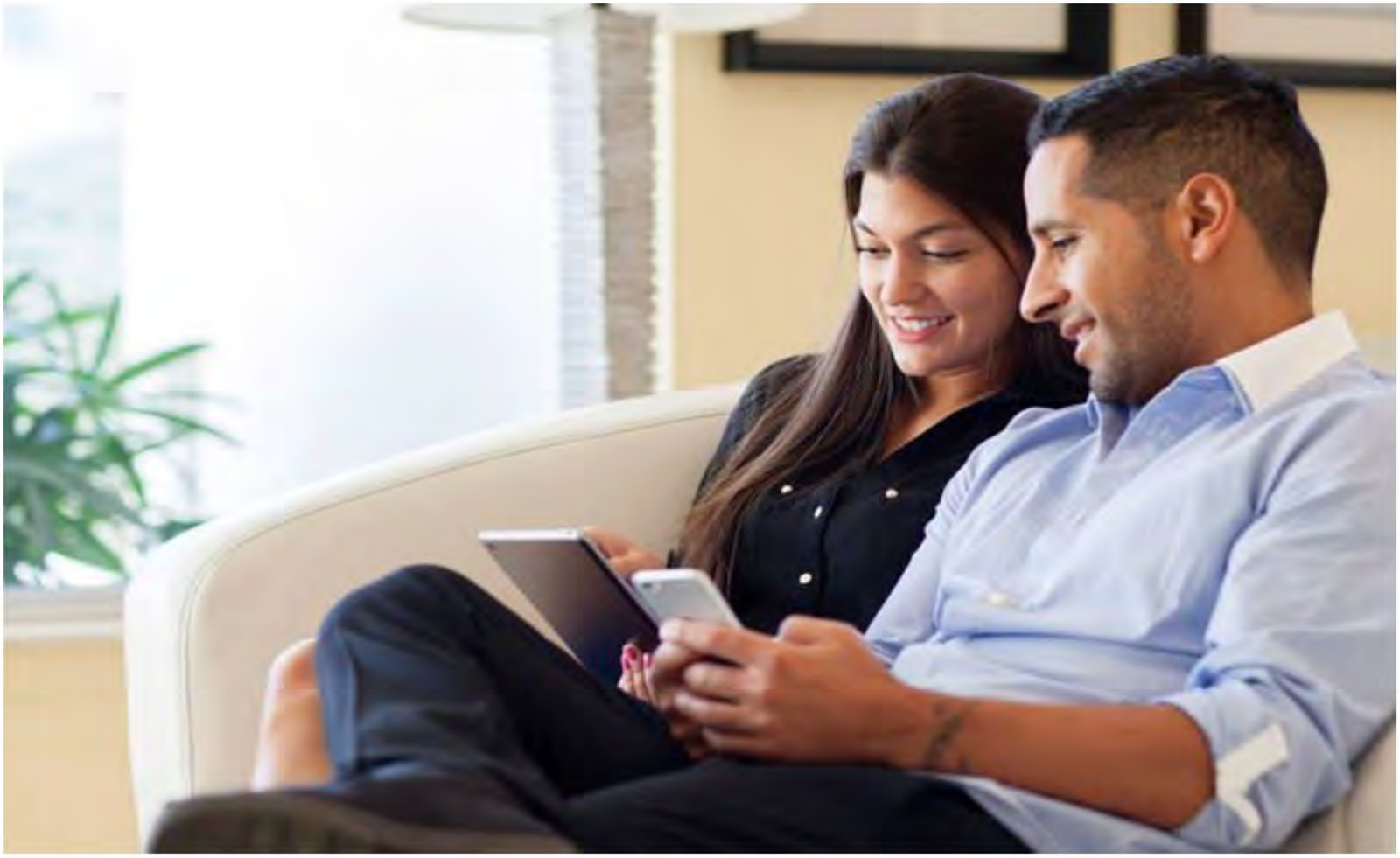
Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- **Entity Name**
- **Contact Name and Title**
- **City and State**
- **Phone**
- **Email**
- **Years Serviced**
- **Description of Services**
- **Annual Volume**

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to https://www.procurated.com.

Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 8 – Value Added
Products & Services
RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

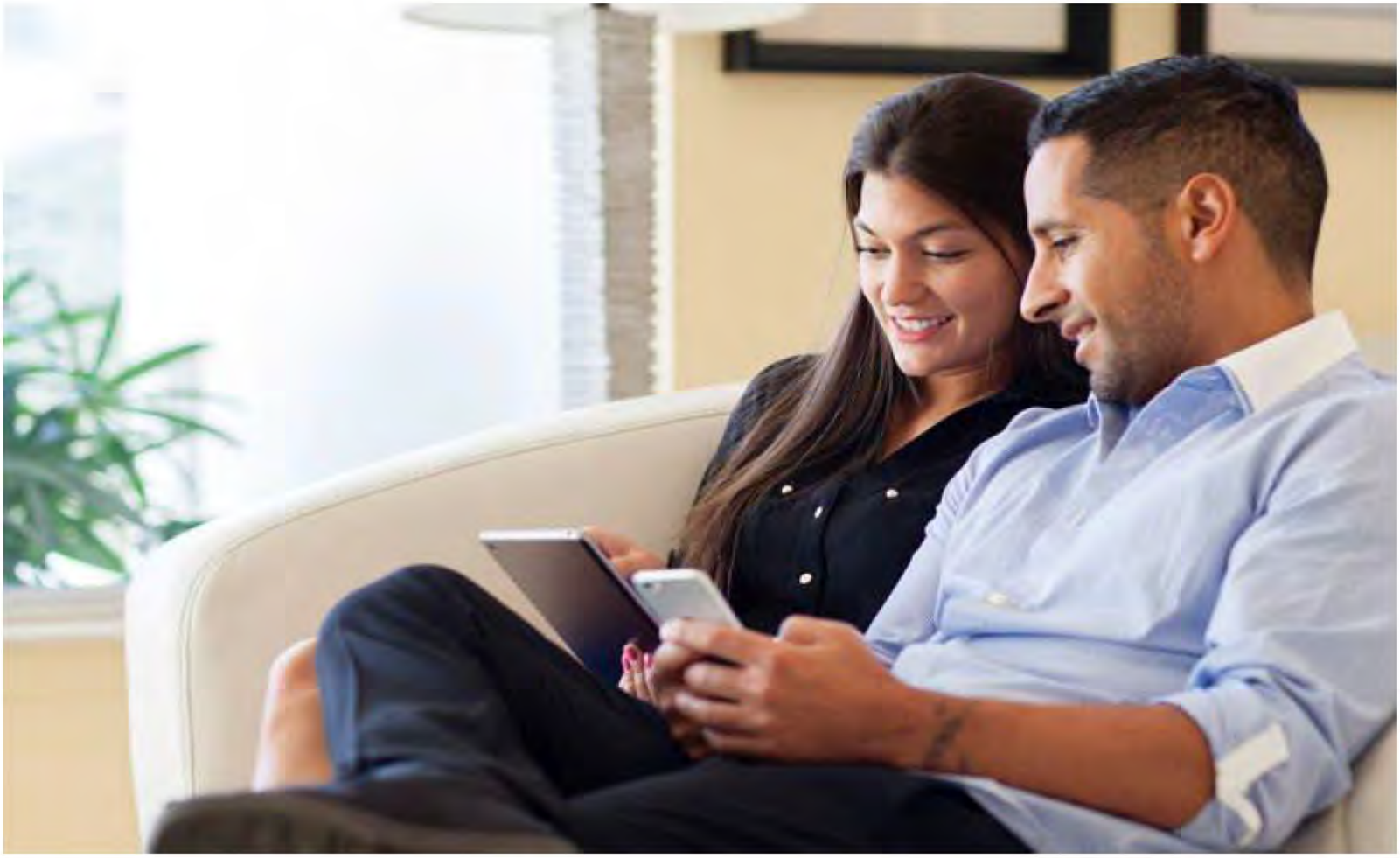
jeff.gilson@optum.com

TAB 8
VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

There are many options to add value to the NCPA. One of the most compelling is to engage in exploratory conversations to determine the other points of intersection that make most sense. For example, are the current Medical or RX needs being met for the public agencies you serve. Are retiree healthcare solutions like Medicare Advantage and Medicare Supplement plans adequate for the retiree population in the cooperative? We can orchestrate exploration with the stakeholders in a facilitated strategic planning session at the Optum Innovation Center or your offices.

Optum Financial™



National Cooperative Purchasing Alliance (NCPA)

Optum Response to NCPA

Tab 9 – Required Documents

RFP# 38-22

Date
November 17, 2022

Contact
Jeff Gilson
Solution Sales Executive
Optum Financial, Inc.

763-330-8429

jeff.gilson@optum.com

TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Optum Financial, Inc.
Address	11000 Optum Circle
City/State/Zip	Eden Prairie, MN 55344
Authorized Signature	Mark W Johns
Date	November 17, 2022

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Optum Financial, Inc.
Address	11000 Optum Circle
City/State/Zip	Eden Prairie, Minnesota, 55344
Telephone Number	888-445-8745
Fax Number	952-917-7878
Email Address	mark.johns@optum.com
Printed Name	Mark W. Johns
Title	Business Segment CFO
Authorized Signature	Mark W Johns

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments