

FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 7

This Amendment (“Amendment”) is made to the Administrative Services Agreement (“Agreement”) by and between United HealthCare Services, Inc. (“United”) and Williamson County (“Customer”), Contract No. 911463, and is effective on January 1, 2023 unless otherwise specified.

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

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

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

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

Williamson County

By Valerie Covey
Authorized Signature

Print Name Valerie Covey

Print Title Presiding Officer

Date Feb 14, 2023

United HealthCare Services, Inc.

By Sara Minnis
Authorized Signature

Print Name Sara Minnis

Print Title Assoc. Contract Manager

Date December 16, 2022

Renewal 4Q 2021v3

The Administrative Services Agreement is amended as noted below.

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

Effective January 1, 2018, Section 3.4 Reconciliation is hereby amended by the addition of the following:

Section 3.4 Reconciliation. Each quarter of the Term, United will reconcile the fees Customer paid based on headcounts against Customer membership in United's eligibility system. For variances over or under 1%, Customer will receive an Employee listing along with a request to reconcile. Customer's corrections will be sent to United within 10 business days. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United, within thirty (30) days of the due date, the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Effective January 1, 2023, the Administration Renewal Credit reflected in Exhibit B – Fees is replaced in it's entirety as follows:

Administration Renewal Credit Terms

UnitedHealthcare will provide a One month Administration Renewal Credit to help Williamson County mitigate costs associated with an administrative service provider change.

The Administration Renewal Credit will be paid via a credit to Williamson County medical administration fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. This is a one-time per year credit.

To qualify for this waiver, Williamson County's enrollment must exceed 1391 employees. If Williamson County terminates Agreement prior to December 31, 2025 Williamson County will pay UnitedHealthcare a prorated portion of this renewal credit as follows:

Administration Renewal Credit \$53.66 PEPM

Early Termination Penalty:

Termination prior to December 31,2023: 100% of the Renewal Credit

Termination prior to December 31,2024: 75% of the Renewal Credit

Termination prior to December 31,2025: 50% of the Renewal Credit

Caveat:

The Administration Renewal Credit does not replace the binder check requirement at point of sale. Credits and or budgets are contingent upon having medical and pharmacy coverage over the three year contract period.

If the 1st year enrollment with United falls below the enrollment threshold, UnitedHealthcare will adjust the budget/credit and amount proportional to the enrollment reduction based on the amount of the credit/budget. Commissions are excluded from Administration Renewal Credit.