

MUTUAL OF OMAHA INSURANCE COMPANY
UNITED OF OMAHA LIFE INSURANCE COMPANY



Disability insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ 2010 or state equivalent (NC: 7000GM-U-EZ 2010 NC). In New York, disability insurance is underwritten by Mutual of Omaha Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-M-EZ 2010 NY.

Agreement is subject to final acceptance and approval of the group contract by the underwriting company. Should there be any discrepancy between the agreement and the contract, the contract will prevail.

This policy provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. The expected benefit ratio for this policy is at least 60 percent. This ratio is the portion of future premiums which the company expects to return as benefits, when averaged over all people with this policy. Some exclusions, limitations and reductions may apply. Each company is responsible for its own contractual and financial obligations.

> Advice to Pay (ATP)

Many employers want to take an active role in the management of their short-term disability insurance benefits plan. They want to maintain the responsibility for paying disability claims, yet need assistance to evaluate and process those claims. Our Advice to Pay (ATP) plans can do just that.

WHAT IS AN ATP PLAN?

An ATP plan is a service arrangement in which an insurer advises the employer on a claimant's eligibility for disability benefits, as well as the duration of disability benefit payments to claimants.

With ATP, we will:

- > Evaluate initial claims to determine:
 - > Eligibility based on the census and eligibility information received
 - > If a participant is disabled, based upon the plan requirements
 - > The period for which the benefits would be payable under the plan due to disability
- > Notify the claimant and employer of disability determination
- > Offer a toll-free customer service number
- > Provide the employer access to online reports

YOUR RESPONSIBILITIES AS AN EMPLOYER RELATED TO ATP SERVICES:

- > Provide us with a complete census of all plan participants, updated regularly
- > Provide us with copies of all documents detailing the plan and employee communications relating to the plan
- > Calculate disability benefit amounts and pay disability benefits
- > Handle appeals related to claim determination

*Reduce your claims administration workload!
Contact me to find out more about our ATP plans.*

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DISABILITY CLAIMS EVALUATION AGREEMENT

THIS DISABILITY CLAIMS EVALUATION AGREEMENT (“Agreement”), effective **07/01/2016** (“Agreement Date”), is between Center for Health Affairs (“Contractholder”) and the insurance company which has executed this Agreement (“Company”).

RECITALS

- A. Company has issued to Contractholder a group long term disability policy which insures Contractholder’s eligible employees and other individuals eligible for coverage (“Policy”); and
- B. Contractholder has adopted a self-funded program of short-term disability income benefits (“Plan”) for its employees and other individuals eligible for coverage under the Plan (“Participants”);
- C. The Plan is subject to the Employee Retirement Income Security Act of 1974, as amended from time to time, including all regulations issued thereto (“ERISA”); and
- D. Contractholder desires to engage Company to provide certain short-term disability income claims evaluation and related services to the Plan, pursuant to the terms and conditions set forth herein.

In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: RESPONSIBILITIES AND DUTIES OF COMPANY

- 1.1 **Company’s Responsibilities.** Company neither insures nor underwrites any liability of Contractholder, but acts only as the provider of services described in this Agreement and the Exhibits attached hereto. Company has no responsibility to the Plan or Contractholder other than as specifically provided in this Agreement. Company may delegate any of its contractual obligations under this Agreement to any of its affiliates or subcontractors.
- 1.2 **Services and Reports.** Company shall provide the services and reports described in Exhibit 1, “Description of Services,” in addition to the other duties and responsibilities described herein.
- 1.3 **Plan Benefit Booklet.** Contractholder shall provide to Company a copy of its Plan benefit booklet, outlining the terms and features of the Plan and its administration. Upon request, Company shall provide to Contractholder a booklet template that Contractholder may use in creating its own Plan benefit booklet. Once Contractholder has created the Plan benefit booklet, Contractholder shall distribute the booklets (including any updates or revisions) to Participants.

SECTION 2: RESPONSIBILITIES, DUTIES AND REPRESENTATIONS OF CONTRACTHOLDER

- 2.1 **Responsibility for Plan.** Contractholder agrees to retain responsibility for compliance with ERISA and other all applicable laws, and for all Plan claims and all expenses incident to the Plan, except for the services and expenses specifically assumed by Company in this Agreement. Contractholder retains all authority and responsibility to control, manage and operate the Plan.
- 2.2 **Responsibility for Calculation of Benefit Amounts and Benefit Payments.** Contractholder shall be responsible for calculating benefit amounts and paying disability benefits to Participants under the Plan.
- 2.3 **Contractholder's Authority.** Contractholder or a fiduciary designated by Contractholder shall retain full discretion and authority to construe and interpret the Plan with respect to all questions regarding the amount and payment of, and eligibility for, any Plan benefits in accordance with the terms of the Plan.
- 2.4 **Plan Documents.** Prior to the Effective Date, Contractholder shall furnish to Company copies of all documents relating to the Plan, including, without limitation, a detailed description of the Plan and employee communications relating to the Plan. Contractholder shall amend any such document, at the request of Company, if the provision to be amended is inconsistent with this Agreement. Contractholder shall be solely responsible for ensuring that all Plan documents comply with applicable laws and regulations. Any proposed modification or amendment of the Plan shall be communicated by Contractholder giving at least ninety (90) days' advance written notice to Company. Implementation of any modification or amendment shall be mutually agreed upon by Contractholder and Company and shall be evidenced by an amendment to this Agreement. The term "Plan" as used in this Agreement shall include each such modification or amendment as of the implementation date agreed upon by the parties.
- 2.5 **Complaints by Participants.** Contractholder shall promptly advise Company of any complaints made by Participants of which Contractholder is aware that concern the services provided by Company.
- 2.6 **Eligibility and Census of Participants.** No later than sixty (60) days prior to each anniversary of the Effective Date, Contractholder shall provide Company with a complete census of all Participants. Such census shall be in an electronic format agreed upon by Contractholder and Company. At the time of a claim, Contractholder shall determine a Participant's eligibility for coverage under the Plan and advise Company.
- 2.7 **Claim Appeal Process.** All appeals relating to any claim for benefits or any determination made by Company in accordance with Exhibit 1 hereto will be handled by Contractholder who will perform a review of the claim and Company's determination. Contractholder shall communicate the appeal decision to the claimant. Contractholder shall ensure that the Plan, including, without limitation, any Plan description or employee

communication relating to the Plan furnished to Participants, accurately and completely describes the claim appeal process.

- 2.8 **Tax Obligations.** Contractholder shall be responsible for all federal and state tax obligations related to disability income benefits under the Plan.
- 2.9 **Escheat.** Contractholder is solely responsible for complying with all abandoned property or escheat laws and for making any required payments and for filing any required reports, to the extent applicable.
- 2.10 **Names.** Contractholder shall not alter, use or reproduce, by any means, any logo, trademark, service mark, or name of Company or any company affiliated with Company, in any advertising, publicity releases, customer lists or otherwise, without the prior written consent of an authorized representative of Company.
- 2.11 **Disobey Laws.** Contractholder shall not disobey or violate any applicable law related to its obligations under this Agreement.

SECTION 3: ENROLLMENT AND ELIGIBILITY

- 3.1 **Enrollment Responsibilities.** Contractholder shall be responsible for the following Plan enrollment activities:
 - (a) responding to all routine inquiries from Participants concerning enrollment in the Plan and its terms, conditions and operations as well as respond to Participants' questions concerning Plan claims;
 - (b) notifying Participants of their right to apply for benefits and supplying them with any necessary claim forms and claim filing instructions; and
 - (c) notifying Participants of any other rights as required of Contractholder by any applicable law.
- 3.2 **Eligibility.** Company shall determine a claimant's right to benefits under the Plan. In determining any person's right to benefits under the Plan, Company shall rely upon the census and eligibility information furnished by Contractholder.
- 3.3 **Verification Process.** Contractholder shall implement and maintain an enrollment and eligibility verification process which provides Company with Participant eligibility and enrollment information on a timely basis to enable Company to provide services under this Agreement. It is mutually understood that the effective performance by Company under this Agreement shall require that it be advised on a timely basis by Contractholder of the identity of Participants and the effective dates or the termination dates of their coverage.

SECTION 4: DELEGATION TO COMPANY

- 4.1 **Delegation by Contractholder.** Contractholder hereby delegates to Company, its parent, subsidiaries and affiliates full discretion and authority to construe and interpret the Plan only for the purpose of determining whether a benefit is available under the Plan. In making any decision, Company shall rely on the accuracy and completeness of any information furnished by Contractholder by a Participant and/or by any health care providers.
- 4.2 **Company's Fiduciary Role.** Company shall not be deemed to be a fiduciary for any purpose or for any duties whatsoever other than to the extent that any actions taken by Company pursuant to the discretion and authority delegated to Company under Section 4.1 would be considered to be fiduciary duties under applicable law. Except with respect to its duties described in Section 4.1, Company is not a fiduciary authorized to manage, acquire or dispose of plan assets on a discretionary basis. Additionally, Company is not the Plan "administrator" as defined in Section 3(16)(A) of ERISA or any other law.
- 4.3 **Plan Documents.** Contractholder shall ensure that the Plan's governing documents specifically state that (a) the Contractholder or Plan sponsor (or other person, committee or entity that is not Company) is the named fiduciary or plan administrator for the Plan; and (b) Contractholder has the discretion and authority to make final determination of Plan claims on appeal and/or to designate a named fiduciary to make all final decisions on appeals. In no event shall the Plan's governing documents state that Company is a named fiduciary or plan administrator for the Plan. Upon request, Contractholder shall furnish Company with a copy of the Plan's governing documents.

SECTION 5: ADMINISTRATION FEES AND OTHER EXPENSES

- 5.1 **Fees and Expenses.** Contractholder shall:
- (a) pay Company the administration fees and other fees and payments for services performed under this Agreement as set forth in Exhibit 2 and in other provisions of this Agreement; and
 - (b) pay or reimburse Company for other charges, fees, taxes, assessments, surcharges, interest, costs, attorneys fees, expenses or debts for which Contractholder is responsible under this Agreement, including, without limitation, any fees, taxes, assessments, surcharges, debts or expenses imposed upon the Plan or Contractholder by any governmental authority.
- 5.2 **Time of Payments.** Contractholder shall pay Company all amounts which are due and payable to Company as directed by Company in its billing statement.
- 5.3 **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within thirty (30) days of receipt of written demand for such amount, at the rate of one (1) percent per month, or the highest rate permitted by law, whichever is lower.

SECTION 6: LIABILITY AND INDEMNIFICATION

- 6.1 **Responsibility for Lawsuits and Plan Benefits.** Contractholder shall undertake the defense of any lawsuit brought with respect to a claim for Plan benefits and may either settle or contest such lawsuit when in its reasonable judgment it appears expedient to do so. Company shall have no duty or obligation to defend against any action or proceeding brought to recover a claim for Plan benefits or expenses incident to the Plan. Company shall, however, cooperate with Contractholder in the defense of any matters related to Company's services under this Agreement. Contractholder agrees to be responsible for and pay the amount of Plan benefits, interest, costs and attorneys' fees included in any judgment or settlement with respect to a claim for Plan benefits. Additionally, Contractholder shall be responsible for and pay Company all reasonable attorneys' fees and court costs incurred by Company in the defense of any such lawsuit.
- 6.2 **Choice of Counsel.** In the event of any litigation involving either Company or Contractholder concerning any matter related to the Plan, including, without limitation, any lawsuit for benefits or for equitable relief, each party to this Agreement shall retain sole authority to select legal counsel of its choice subject to the provisions of Section 6.1.
- 6.3 **Indemnification by Company.** Subject to Section 6.1, Company shall indemnify, defend and hold Contractholder harmless from any liability, loss, costs, expenses or damages (including, without limitation, reasonable attorneys' fees, court costs and extracontractual and punitive damages) incurred by Contractholder by reason of any claim, demand or lawsuit arising out of or resulting from any gross negligence or intentional wrongdoing or other act or omission of Company with respect to the performance of its services under this Agreement. However, Company shall not be liable to Contractholder for the amount of any Plan benefits, interest, costs and attorneys' fee paid by Company, mistakes of judgment, incorrect determinations of benefits payable, actions taken in good faith, or actions taken based upon eligibility information furnished by Contractholder, or other information furnished to Company by Contractholder, a Participant or a person who claims to be covered under the Plan, or any health care provider.
- 6.4 **Indemnification by Contractholder.** In addition to Contractholder's obligations under Section 6.1 and Section 6.5 herein, Contractholder shall indemnify, defend and hold Company harmless from any liability, loss, costs, expenses or damages (including, without limitation, reasonable attorneys' fees, court costs and extracontractual and punitive damages) incurred by Company, arising out of or resulting from (a) any act or omission of Contractholder, its officers, directors or employees including, without limitation, any failure to comply with any material term or obligation of this Agreement, (b) any act or omission related to the Plan or a Plan claim for which Company has not specifically assumed responsibility or liability under this Agreement, or (c) any act or omission of Company based upon direction or instruction from Contractholder.
- 6.5 **Reimbursement of Taxes and Other Charges.** Contractholder shall reimburse Company, within thirty (30) days after written demand from Company, for any state premium or similar tax, or any similar benefit or Plan related charge, surcharge or assessment, however denominated, including any penalties and interest payable with respect thereto, assessed against Company on the basis of and/or measured by the amount

of Plan benefits administered by Company pursuant to this Agreement. Contractholder shall also be responsible for and reimburse Company for any other expense, fee, or charge, other than those for which Company has specifically assumed responsibility under this Agreement, within thirty (30) days after written demand from Company.

- 6.6 **Contractholder's Direction.** Company shall not be liable for any act or failure to act, in the exercise of its powers and performance of its duties hereunder, if the act or failure to act is at the instruction or direction of Contractholder.

SECTION 7: CONFIDENTIAL INFORMATION

The performance of the duties and obligations required under the Agreement may require a party to disclose to the other party certain confidential or proprietary information. In order to properly protect such information, the parties agree to comply with the Confidentiality and Security Addendum attached hereto and hereby incorporated by reference.

SECTION 8: INSPECTION OF BOOKS AND RECORDS

- 8.1 **Maintenance of Records.** Contractholder shall keep regular and accurate records of all transactions related to this Agreement during the term of this Agreement and for at least seven (7) years thereafter.
- 8.2 **Access to Records.** During the term of this Agreement and for seven (7) years thereafter, Company or its representative shall have the right, during normal business hours and with at least thirty (30) days' advance written notice, to inspect, audit and make copies from the books and records of Contractholder related to this Agreement, including, without limitation, the Plan's governing documents.
- 8.3 **Audit.** Contractholder may audit Company's compliance with its obligations under this Agreement, and Company shall supply the Contractholder with reasonable access to information required or maintained by Company in performing services under this Agreement. Company shall be required to supply only such information which is in its possession and which is reasonably necessary for Contractholder to administer the Plan, provided that such disclosure is not prohibited by any third-party contracts to which Company is a signatory or any requirements of law. Contractholder hereby represents that, to the extent any disclosed information contains confidential personal information about a Participant, the Participant has authorized Contractholder or Contractholder otherwise has the legal authority to have access to such information.

Contractholder shall give Company at least thirty (30) days' advance written notice of its intent to perform such an audit and its need for such information and shall represent to Company that the information that shall be disclosed therein is reasonably necessary for the administration of the Plan. All audits and information disclosures shall occur at a reasonable time and place at Contractholder's expense. Contractholder shall reimburse Company for costs incurred by Company with respect to any audits.

Contractholder may designate a representative acceptable to Company to conduct or participate in the audit, or to receive access to such information, provided that

Contractholder and the representative enter into a written agreement with Company under which the representative agrees to use any disclosed information solely for purposes of administering the Plan, to keep such information confidential and not to disclose the information to any other entity or person.

SECTION 9: MODIFICATION OF THIS AGREEMENT

- 9.1 **Revisions.** Company shall have the right to revise this Agreement, including, without limitation, any administration fee or other fee or payment described in Exhibit 2:
- (a) on any anniversary of the Effective Date, provided at least thirty (30) days' advance written notice has been given by Company;
 - (b) on the date of any modification or amendment of the Plan or Company's administrative duties;
 - (c) on the date of any merger or consolidation, or acquisition or divestiture (through stock, assets or exchange) of all or part of a business enterprise affecting Contractholder's employee population; or
 - (d) on or after the date on which any law is enacted, issued, amended, or enforced that, in the sole discretion of Company, materially increases Company's potential or actual liability arising out of or related to Company's services or duties hereunder, including, without limitation, any law that weakens or limits the protection provided by ERISA against state law claims, including, without limitation, punitive or extra contractual damages.
- 9.2 **Written Notice of Revision.** Any modification of this Agreement, including, without limitation, any change to the administration fee, pursuant to this Section 8 shall be made by written notice to Contractholder by Company. If Contractholder pays such revised administration fee or fails to object to any other modification in writing within fifteen (15) days of receipt of notice, this Agreement shall be deemed modified to reflect the modification as communicated by Company.

SECTION 10: TERM AND TERMINATION

- 10.1 **Initial Term.** This Agreement shall take effect on the Effective Date and shall remain in effect for a period of one (1) year unless terminated earlier as provided in this Section 10.
- 10.2 **Renewal of Agreement.** This Agreement shall automatically renew for successive one (1) year periods, unless either Company or Contractholder gives to the other party at least sixty (60) days' advance written notice of its intention to terminate at the end of the initial term or the current renewal term, or unless this Agreement is otherwise terminated as provided in this Section 10.
- 10.3 **Termination.** This Agreement shall terminate upon the earliest of the following dates:

- (a) the date specified in a written notice from one party to the other party of its intention to terminate, without cause, provided notice is given at least sixty (60) days prior to the specified date;
- (b) the date specified in a written notice from one party to the other party that the other party has breached any of its material obligations under this Agreement, including, without limitation, Contractholder's obligation to pay administration fees to Company or to reimburse Company for any fees, expenses, charges, taxes, assessments, or surcharges in accordance with this Agreement;
- (c) the date on which the Plan terminates;
- (d) at the option of Company, the date upon which Company notifies Contractholder that this Agreement shall terminate due to:
 - (i) negligence, fraud or embezzlement on the part of Contractholder, its employees or agents as deemed to have occurred in Company's judgment;
 - (ii) sale of controlling interest in Contractholder, which has not received at least thirty (30) days' advance written approval of Company;
 - (iii) Contractholder's failure to accept a change in this Agreement, including, without limitation, a change to the administration fees payable hereunder;
 - (iv) Contractholder's failure to pay Company any monthly administration fee or other payment described in this Agreement by the end of the month in which the fee or payment is due; or
 - (v) nonrenewal or termination of the Policy for any reason; or
- (e) any other date mutually agreeable to Contractholder and Company.

10.4 **Termination of Claims Evaluation.** Upon termination of this Agreement, Company shall immediately cease the evaluation of all Plan claims incurred after the date this Agreement terminates. For Plan claims incurred prior to the date this Agreement terminates, Company shall continue evaluation of all Plan claims and the performance of all other services hereunder until the claimant (a) returns to work, (b) dies, or (c) reaches the maximum benefit duration, whichever occurs first. All other applicable provisions of this Agreement will continue to apply while Company provides any of the services described in this Section 10.4.

10.5 **Return of Claim Files Following Termination.** Contractholder may, within three (3) years after termination of this Agreement, request in writing that Company send Contractholder any existing Plan claim files that Company holds in hard-copy form or electronically. Company may charge Contractholder \$115 per hour for providing information in Company's standard format; or, if in non-standard format, any other charges, determined by Company to be reasonable and necessary to accommodate Contractholder's request.

SECTION 11: GENERAL PROVISIONS

- 11.1 **Governing Law.** This Agreement shall be governed by ERISA and any other applicable federal law and, to the extent that state law applies, this Agreement shall be governed by the laws of the State of Nebraska, without regard to the principles of conflicts of law of that State or any other state. Should any provision of this Agreement require judicial interpretation, the parties agree and stipulate that the court interpreting or considering this Agreement shall not apply any presumption that the terms of this Agreement shall be more strictly construed against a party who itself or through its agents prepared this Agreement. The parties acknowledge that all parties hereto have participated in the preparation of this Agreement, either through drafting or review, and that each party has had full opportunity to consult legal counsel of choice before execution of this Agreement.
- 11.2 **Third Party Beneficiaries.** This Agreement is for the benefit of Contractholder and Company and not for any other person or entity.
- 11.3 **Headings.** The headings of the various sections and subsections of this Agreement are inserted merely for convenience and do not, expressly or by implication, limit or define or extend the specific terms of the section or subsection so designated.
- 11.4 **Conformance.** Any terms or conditions of this Agreement that violate, conflict with or do not comply with any applicable law shall be amended to conform to such law. The parties hereto shall immediately amend this Agreement as required by applicable law.
- 11.5 **No Waiver.** Failure of either party to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
- 11.6 **No Change.** No modification or amendment of this Agreement shall be valid unless approved in writing by an officer of Company.
- 11.7 **No Assignment.** Services to be provided by Company under this Agreement may be performed in whole or in part by Company, by its parent, any of its affiliates or subsidiaries, or by any subcontractor selected by Company or by such parent, subsidiaries or affiliates. Except as set forth in the preceding sentence, neither party may assign or delegate any of the rights and obligations hereunder to any third party without the prior written consent of an officer of the other party.
- 11.8 **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
- 11.9 **Entire Agreement.** This Agreement, including the Recitals, the Exhibits, and any amendments to the Agreement or the Exhibits, constitutes the entire agreement between the parties. All prior agreements, whether oral or written, between Company and Contractholder relating to the subject matter of this Agreement are hereby declared null and void.

- 11.10 **Independent Contractor.** The only relationship between Contractholder and Company is the contractual relationship established by this Agreement. Company is an independent contractor and not an employee of Contractholder. None of the terms of this Agreement shall be construed as creating an employer-employee relationship. Company's authority shall be limited to that which is expressly stated in this Agreement.
- 11.11 **Force Majeure.** Company shall not be liable for any failure to meet any of the obligations or provide any of the services specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Company, its employees, officers, or directors. Such contingencies include, without limitation, acts of God, fires, wars, accidents, and labor disputes or shortages.
- 11.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.
- 11.13 **Notice.** Any notice required or permitted under this Agreement shall be in writing and personally sent by Certified Mail with all postage prepaid or by express mail delivery organization or overnight carrier or by facsimile upon actual receipt, addressed as set forth below or to such other address as either party may hereafter notify the other party in writing.

To Contractholder: **Name of Contractholder**
 Address
 City, State
 ATTN: **Contact Person**
 Facsimile: **INSERT**

To Company: United of Omaha Life Insurance Company
 Mutual of Omaha Plaza
 Omaha, NE 68175
 ATTN: Group Insurance Underwriting
 Facsimile: (402) 351-2537

- 11.14 **Survival.** Termination of this Agreement shall not terminate the rights or obligations of either party arising prior to termination, including, without limitation, any rights or obligations under Sections 6 and 7.

This Agreement has been duly executed in duplicate by the parties as of the dates set forth below.

Healthcomp Inc.

Center for Health Affairs

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: Lesley Fornari
Typed Name: Lesley Fornari
Title: Director, HR
Date: 6/8/16

By: Kirk R. Stewart
Typed Name: Kirk R. Stewart
Title: VP, Underwriting
Date: 6/24/16

EXHIBIT 1

DESCRIPTION OF SERVICES

Claims Evaluation Services

1. **Evaluation of Plan Claims.** Company shall provide facilities, furnish personnel and establish procedures, including claim files and systems, for evaluating Plan claims.
2. **Eligibility.** Company shall determine claimant eligibility for Plan coverage based upon eligibility and enrollment information provided to Company by Contractholder.
3. **Disability Determination.** Provided that claims for Plan benefits are submitted to Company in an electronic or paper form that is satisfactory to Company, Company shall evaluate claims which are incurred by a claimant on or after the Effective Date but before the date of termination of this Agreement for the purpose of determining (a) whether a Participant is disabled based upon the Plan requirements, standard durational guidelines used by Company and any necessary medical information/records; and (b) the period for which benefits would be payable under the Plan due to disability. In making such determinations, Company may provide the following additional services, as Company determines to be necessary and appropriate:
 - (a) arrange for an independent medical examination of the claimant;
 - (b) arrange for extraordinary claim investigation, including, but not limited to, surveillance or private investigation services; and
 - (c) obtain any necessary medical information and records from health care providers.

In the event Company determines that any of the above-listed additional services are necessary and appropriate, Company shall notify Contractholder of the fees/charges for such services and Contractholder shall be responsible for such fees/charges.
4. **Notice of Disability Determination.** Company shall notify the claimant, with a copy to Contractholder, of its disability determination. In the event Company determines that claimant is not disabled, Contractholder shall notify claimant the right to appeal the determination to the Contractholder. Company shall not determine the amount of Plan benefits payable; Contractholder shall make such determination and will notify claimant of such determination and any appeal rights regarding the amount of benefits payable.
5. **Claim Appeals.** Final decisions for all appeals will be made by Contractholder or an appropriate named fiduciary designated by Contractholder; Contractholder shall communicate the appeal decision to the claimant and the Company.
6. **Phone Number.** Company shall make available a toll-free customer service telephone number for Plan claimants.

Standard Reports

Access to Online Reports. Company shall provide to Contractholder access to certain reports, which Contractholder may access online at any time by utilizing a unique registration key, user identification and password as provided by Company to Contractholder. These standard reports shall identify the following:

- ATP Approved Claims
- ATP Terminated Claims
- ATP Pending Claims
- Monthly Summary of ATP Approved/Terminated/Pending Claims

Note: The above reports will not contain any information regarding claim amounts or payments. Rather the reports will show only disability determination and duration of disability.

EXHIBIT 2

COMPENSATION AND PAYMENTS

1. **Administration Fee.** Contractholder shall pay Company by the end of the month following receipt of Company's monthly billing statement a monthly administration fee equal to \$**3.02** for each Participant covered under the Plan for that month.
2. **Other Fees and Payments.** Contractholder shall pay Company pursuant to the instructions on the billing statement, as follows:
 - (a) Contractholder shall reimburse Company for any sales or use taxes, or any similar benefit or Plan-related charge, surcharge or assessment, however denominated, which may be imposed by any governmental authority upon the Plan or Contractholder.
 - (b) Contractholder shall pay to Company any other fee, interest, costs, attorney fees or charge described in the Agreement.

CONFIDENTIALITY AND SECURITY ADDENDUM

This CONFIDENTIALITY AND SECURITY ADDENDUM (“Addendum”) is made a part of the Disability Claims Evaluation Agreement (“Agreement”) between Contractholder and Company and is effective on the effective date of the Agreement.

1. **Definitions.** The following terms shall have the following meanings:

- (a) **“Business Information”** means information, oral or in writing, that is either of such a nature that a party should reasonably believe it to be confidential or is designated as confidential by either party, including, without limitation, any information included on tapes, diskettes or other computer-generated materials that either party exchanges with the other party or its Representatives. If information is designated as confidential, such designation shall be in any written form which clearly communicates that the nonpublic business or financial information is confidential. The term “Business Information” shall not include any information that (i) is or becomes part of the public domain or publicly available through no act or omission or through no breach of any contracts; (ii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iii) becomes rightfully known from another source without restriction on disclosure or use; or (iv) has been independently developed without the use of or any reference to Business Information.
- (b) **“Confidential Information”** means Business Information and Personal Information shared between the parties under this Addendum.
- (c) **“Information Security Breach”** means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Addendum.
- (d) **“Personal Information”** means a first name or initial, and last name, in combination with medical or financial information such as Social Security number, past, present or future physical or mental health condition or treatment, or other similar individually identifiable personal information that is not publically available.
- (e) **“Representatives”** means all directors, officers, employees, agents, consultants, subcontractors, professional advisors and affiliates of a party.

2. **Obligations Regarding Confidential Information.**

- (a) **Confidentiality.** Each party agrees to retain the other party’s Confidential Information in confidence, and shall not use, disclose, transmit, store or transport such Confidential Information except as allowed by law or this Agreement.

- (b) **Reporting an Information Security Breach.** Each party agrees to report to the other party any Information Security Breach of which it becomes aware, and shall cooperate to mitigate any such Information Security Breach.
- (c) **Termination.** The terms of this Addendum shall remain in effect for so long as Confidential Information is maintained.
- (d) **Disposal of Confidential Information.** Each party agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render Confidential Information unusable, unreadable or indecipherable.

3. **General Security Requirements.**

- (a) Company's security policies require appropriate safeguards commonly available, such as anti-virus, malware protection, firewalls and encryption, to prevent any use, disclosure, transmittal, storage or transportation of Personal Information other than as provided for by this Addendum. Company has a written, comprehensive information security program for the establishment and maintenance of a security system covering all electronic equipment, including its computers, and any wireless system that, to the extent technically feasible, has the following elements:
 - (i) Secure user authentication protocols that include:
 - (A) control of user IDs and other identifiers;
 - (B) a reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - (C) control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - (D) restricting access to active users and active user accounts only;
 - (E) blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
 - (F) prohibitions against sharing or migrating access privileges to another individual; and
 - (G) assignment of access privileges only to identifiable, individual accounts.
 - (ii) Secure access control measures that:

- (A) restrict access to records and files containing Personal Information to those who need such information to perform their job duties; and
 - (B) assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.
- (b) Company will reasonably monitor systems for unauthorized use of or access to Personal Information.
- (c) Company will educate and train employees on the importance of Personal Information security. In addition:
 - (i) Company will designate one or more employees to maintain the comprehensive information security program that considers internal and external risks to the security, confidentiality and/or integrity of electronic, paper or other records containing Personal Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks;
 - (ii) Company's security policies contain requirements for storage, access and transportation of records containing Personal Information outside of business premises; and
 - (iii) Company's security policies require termination of inactive employees' access to Personal Information.