

EIGHTH MODIFICATION TO
HEALTH PLAN ADMINISTRATION AND SERVICES CONTRACT - EPO

THIS EIGHTH MODIFICATION (the "Agreement") is made effective as of the 19 day of October, 2012 by and between United HealthCare Insurance Company ("Original Contractor"), United HealthCare Services, Inc. ("Assigned Contractor"), and the State of Maryland, acting through the Department of Budget and Management (the "State").

RECITALS

WHEREAS, the Original Contractor entered into a contract dated March 18, 2009 with the State pursuant to RFP No. F10B8200015 dated April 14, 2008 as amended, for Health Plan Administration and Services (PPO, POS, HMO) and which was amended by a First Modification dated July 1, 2009, a Second Modification dated October 8, 2009, a Third Modification dated March 10, 2010, a Fourth Modification dated March 13, 2011, a Fifth Modification dated July 1, 2011, a Sixth Modification dated June 4, 2012, and a Seventh Modification dated July 16, 2012 all between the Original Contractor and State (collectively referred to as the "Contract"); and

WHEREAS, as part of an internal reorganization of its corporate structure, the Original Contractor, a Connecticut corporation with a principal business address of 450 Columbus Blvd., Hartford, CT 06115 and a principal address in Maryland of 6095 Marshalee Drive, St. 200, Elkridge, MD 21075, wishes to assign all its interests in the Contract to the Assigned Contractor, which is incorporated in the State of Minnesota and has a principal business address of 300 Opus Center, 9900 Bren Road East, Minnetonka, MN 55343 and a principal address in Maryland of 6095 Marshalee Drive, St. 200, Elkridge, MD 21075; and

WHEREAS, the Assigned Contractor is an indirect parent of Original Contractor, and a wholly-owned subsidiary of UnitedHealth Group Incorporated; and

WHEREAS, the assignment provision of the Contract provides for assignment of the Contract only upon written consent of the State.

NOW THEREFORE, in consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged by the parties, the parties agree as follows:

1. The Original Contractor assigns to the Assigned Contractor all of the Original Contractor's interests, rights, responsibilities, duties, and other provisions set forth in the Contract, which is incorporated herein by reference. The Original Contractor waives all rights under the Contract as against the State and any department, unit, agency, official or employee of the State. The parties agree that the assignment under this Agreement is unconditional and without recourse.
2. The Assigned Contractor accepts assignment of the provisions of the Contract, and (i) agrees to be bound by the provisions, terms, and conditions of the Contract in place of the

Original Contractor, and (ii) assumes all the obligations, duties, responsibilities and liabilities of the Contract, both (i) and (ii) above, without limitation.

3. The Original Contractor and the Assigned Contractor jointly and severally represent and warrant to the State that:

- A. The Original Contractor is not in default of any of its obligations under the Contract; and
- B. The Original Contractor has assigned to the Assigned Contractor, under separate agreement, sufficient information, rights to technology, and key personnel to enable Assigned Contractor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to Assigned Contractor under this Agreement; and
- C. The Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, responsibilities of the Original Contractor under the Contract; and
- D. The individuals executing this Agreement on behalf of the Original Contractor and the Assigned Contractor warrant that they have full authority to execute this Agreement and to bind their respective principals hereto; and
- E. The Original Contractor and the Assigned Contractor jointly request consent from the State.

4. Payments.

- A. It is agreed that any payments made to Original Contractor by the State under the Contract shall be credited in full as if made to Assigned Contractor and Assigned Contractor agrees to make no claim in respect of any such payment and hereby releases and indemnifies the State with respect to any claim to the whole or part of any such payment.
- B. The State agrees that any payments made under the Contract following the date of this Agreement shall be made payable to "United HealthCare Services, Inc." Assigned Contractor's federal tax identification number is [REDACTED] Assigned Contractor's eMaryland Marketplace number is [REDACTED].

5. Guarantee of Performance by the Original Contractor.

- A. The Original Contractor, United HealthCare Insurance Company, hereby guarantees absolutely the full, prompt and complete performance by the Assigned Contractor, United HealthCare Services, Inc., of all of the terms, conditions, obligations, duties, responsibilities, and liabilities contained in the Contract and this Agreement, and further as the Contract may be amended from time to time, including any and all exhibits that are now or may become incorporated thereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with the Contract, including any and all financial commitments, obligations, and liabilities.

- B. The Original Contractor, United HealthCare Insurance Company, may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion.
 - C. The Original Contractor, United HealthCare Insurance Company, further agrees that if the State brings any claim, action, or suit or proceeding against Assigned Contractor, United HealthCare Services, Inc., the Original Contractor, United HealthCare Insurance Company, may be named as a party, in its capacity as Absolute Guarantor.
6. The State consents to the assignment by the Original Contractor to the Assigned Contractor for all of the provisions of the Contract.
 7. The Recitals are incorporated into this Agreement.
 8. All other terms and conditions of the Contract shall remain in full force and effect. This Agreement shall be construed under the laws of the State of Maryland. All terms of this Agreement are contractual and not mere recitals. The parties acknowledge that each of their warranties, representations, and covenants herein is a material term of this Agreement upon which reliance is made in entering into this Agreement.

IN WITNESS THEREOF, the parties have executed this Eighth Modification as of the date hereinabove set forth.

STATE OF MARYLAND:
DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____
Title: Secretary
Date: 10/19/12

Witness 10/19/12
Date

ORIGINAL CONTRACTOR and
GUARANTOR:

UNITEDHEALTHCARE
INSURANCE COMPANY

By: _____ (SEAL)

Print Name & Title: James P. Cronin Jr, CEO

ASSIGNED CONTRACTOR:

UNITED HEALTHCARE
SERVICES, INC.

By: _____ (SEAL)

Print Name & Title: James P. Cronin Jr, CEO

Date: 10/4/2012

Date: 10/4/2012

[Redacted]

Witness/Attest

10/4/2012
Date

[Redacted]

Witness/Attest

10/4/2012
Date

Approved for form and legal sufficiency
this 15th day of October 2012

[Redacted]

Assistant Attorney General